

DOCUMENT RESUME

ED 163 579

EA 011 052

AUTHOR Esmay, Judith
 TITLE Collective Bargaining and Teacher Strikes. The Expanding Role of Parents and Citizens.
 INSTITUTION National Committee for Citizens in Education, Columbia, Md.
 PUB DATE 78
 NOTE 89p.; A Parent's Network Publication ; Parts may be marginally legible due to small type
 AVAILABLE FROM National Committee for Citizens in Education, 410 Wilde Lake Village Green, Columbia, Maryland 21044 (\$2.25; 10% discount for 10-19 copies; 15% discount for 20-49 copies; 20% discount for 50 or more copies)
 EDRS PRICE MF-\$0.83 Plus Postage. HC Not Available from EDRS.
 DESCRIPTORS Board of Education Policy; *Citizen Participation; *Collective Bargaining; Contracts; Elementary Secondary Education; Grievance Procedures; Labor Demands; Labor Legislation; Negotiation Agreements; Negotiation Impasses; *Parent Participation; *School Community Relationship; State Legislation; *Teacher Strikes

ABSTRACT

This handbook proposes ways that parents and citizens can contribute to negotiations during collective bargaining and teacher strikes. The first step is to organize citizens and parents. The next is to learn about the collective bargaining process and gather information about bargaining in the district. A concerned group must also analyze past district contracts, determine present contract costs, evaluate the grievance procedure, report findings, and petition for public involvement in negotiations. After negotiations begin, other methods of involvement present themselves. Parents and citizens should analyze each party's contract demands. Some attempt should be made to obtain open negotiations or an opportunity to observe. Then parent and citizen groups should publicize their own position on the issues. Throughout, they should press for information and foster a climate of understanding. After negotiations, involvement is not over. The new contract should be examined, challenged if necessary, and continually monitored. During strikes, parents and citizens can make an important contribution. They should keep the public informed of contract issues in dispute, keep parents informed about school services, and provide out-of-school activities for children. A lengthy bibliography contains historical background, a teacher's contract, state collective bargaining statutes, and other materials. (Author/JM)

 * Reproductions supplied by EDRS are the best that can be made *
 * from the original document. *

ED163579

collective bargaining and teacher strikes

U.S. DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY.

THE EXPANDING ROLE OF PARENTS AND CITIZENS

EA 011 052

"PERMISSION TO REPRODUCE THIS
MATERIAL IN MICROFICHE ONLY
HAS BEEN GRANTED BY

J. W. Rioux

TO THE EDUCATIONAL RESOURCES
INFORMATION CENTER (ERIC) AND
USERS OF THE ERIC SYSTEM."



a parent's network

THE NATIONAL COMMITTEE
FOR CITIZENS IN EDUCATION

NATIONAL COMMITTEE FOR CITIZENS IN EDUCATION

The National Committee for Citizens in Education is a non-profit, tax-exempt membership organization dedicated to increasing citizen involvement in the affairs of the nation's public schools. NCCE is a successor to the National Committee for Support of the Public Schools, founded in 1962. In 1973 the Committee was reorganized, took its new name and reconstituted its purpose. Since then NCCE:

- Supplied vital information incorporated in the Family Educational Rights and Privacy Act of 1974.
- Published a major report, *Children, Parents and School Records*, which received national attention in Parade Magazine, Time Magazine, The New York Times and on ABC Television.
- Conducted hearings across the United States on who controls America's public schools, taking testimony from hundreds of individuals and organizations.
- Joined with other national organizations to convene a National Conference of Title I Parents.
- Convened the first national meeting of independent local parent groups held since 1910.
- Established the first public-interest, toll-free telephone hotline, 800-NET-WORK, to help parents get rapid information and help.
- Established *The Parents' Network*,* to mobilize citizens for action to improve our nation's public schools and to support existing local parent-citizen groups.
- Established the Citizens' Training Institute which trains parents and citizens in ways that enable them to work more effectively in schools.
- Established **NETWORK**, a newspaper for parents about schools.
- Produced a respected series of handbooks on topics rated as priority concerns by parents.
- Published a paperback book on the rights of parents in legal and administrative decisions affecting the education of their children.

Over 300 local groups — combined membership of 200,000 persons

©1978 National Committee for Citizens in Education

Cover Design — Patricia Allott-Silbert

About the Author

Judith Esmay founded Advocates for Education, a statewide organization for citizen involvement in New Jersey. Parent of three, she has been a P.T.A. officer, school board member, and coordinator for Our Schools, the New Jersey State Board of Education's statewide program to establish educational goals.

A graduate of Rutgers School of Law and member of the New Jersey bar, Mrs. Esmay practices law in Morristown, New Jersey.

Acknowledgments

This handbook has had the benefit of the patient attention of many reviewers who possess an extraordinary breadth of experience in collective bargaining and citizen involvement in the schools. They include Katharine Auchincloss, Donald B. Straus, Donald Magruder, Sam Zagoria, Happy Fernandez, Theodore Ruscitti, Katharine Bullitt, Don Davies, Elinor Newbold, Mildred Wurf, W.B. Murphy, Robert E. Doherty, Frederick C. Green, Dave Seeley, Bill Rosenbloom, Ernesto Loperena, Jackie Berman, Chrissie Bamber, Carl Marburger, Stan Salett, Peggy Bates, Nelson Schwab, Jr., George Oser, Rick Fogg, and Beverly Norbeck. The handbook is indebted to them for its accuracy and usefulness. Any errors and omissions are the author's alone.

The author is indebted as well to Mike Bowler, Gayle Dixon, and Bill Grant, whose first-hand reports of collective bargaining in Baltimore, Rochester, and Detroit were illuminating; to Irving Evers, who welcomed the author to his estimable library; to Bill Rioux, senior associate of NCCE, whose patience with delays is exceeded only by his dedication to this project; to Nancy Gross, whose editorial hand is like the alchemist's; to Robert Strauss, whose knowledge and guidance are invaluable; and to the involved and caring parents and citizens for whom this handbook is written.

We are grateful to the New World
Foundation for its support in
the development of this publication

Contents

	Page
Notes About the Author	i
Acknowledgements	ii
Introduction	5
<i>Chapter 1</i>	
Collective Bargaining and the Public	7
<i>Chapter 2</i>	
Before Bargaining Begins	11
<i>Chapter 3</i>	
During the Bargaining Process	21
<i>Chapter 4</i>	
After Negotiations	26
<i>Chapter 5</i>	
Strikes	29
<i>Chapter 6</i>	
Alternative Forms of Collective Bargaining	35
<i>Appendix A</i>	
A Short History of Collective Bargaining ..	39
<i>Appendix B</i>	
Form of A Teachers' Contract	41
<i>Appendix C</i>	
State Statutes Governing Public Employee Collective Bargaining	57
<i>Appendix D</i>	
A Glossary of Collective Bargaining Terms	75
<i>Appendix E</i>	
Bibliography	78
<i>Appendix F</i>	
Materials That Will Help You	81

INTRODUCTION

When teachers strike, communities are thrown into a crisis. At the least, there are the problems that parents and children face when schooling is disrupted and education comes to an abrupt halt. At the worst, the entire community may find itself torn by bitter and emotional division.

But a strike or lockout is the last step in a long and complex process—a process designed to bring management (in this case, the school board) and labor (the teachers) to a peaceful resolution of their differences. A strike represents the failure of that process. It represents missed opportunities, disagreements, compromises that fell apart. Surely, things can be done to prevent this failure—not only by the school boards and the unions but by the parents and citizens whose children and whose community suffer the worst costs of a strike.

When a strike or lockout occurs, everyone knows that it is happening. But—except for the parties immediately concerned—almost no one knows what happens during the negotiations process that preceded it. Yet the decisions that are made during this process can affect the community profoundly—and not only because they may lead to a strike. For those decisions influence the cost of education, its quality and the atmosphere in which it is carried out.

The very idea of parent/citizen involvement and influence in this important process breaks with long standing tradition, habits and relationships. We are used to the notion of two-party negotiation in the labor-management field. But recent developments indicate strongly that—at least with respect to the public school system—this notion should and will be changed. Can parents and citizens become a legitimate, responsible and contributing force in collective bargaining? Will open collective bargaining lead to improved services for children? What are the actions parents and citizens can take—beginning today—to make a positive contribution in this area?

This handbook is designed to give you answers to some of these questions and to propose things that you, as a parent/citizen can do, at each step of the negotiating process, to assure an outcome that serves the best interests of your children and your community. You may not be able to participate directly in the negotiations, but you can, even so, influence

them. And your influence can be important in setting the right atmosphere for the bargaining discussions—one in which both parties behave in a reasonable, problem-solving way, so that their meetings do not degenerate into pitched battles and the last, ugly outcome—a strike—occurs.

Although the focus here is on the practical, there is some technical, legal information you need if you are to make your work effective. This material is placed at the appropriate points in the discussion, so that it will not burden you, all at once, with a mass of legal language and legal concepts. Technical information of various kinds is also provided in the appendices, which include:

- A) a short history of collective bargaining and its development in public school systems;

- B) a representative teachers' contract, together with a commentary;

- C) a chart of the 50 states and the District of Columbia, showing the collective bargaining statutes for school employees, their basic requirements, the responsible state agency and the provisions for public involvement;

- D) a glossary of collective bargaining terms;

- E) a bibliography;

- F) materials you will find useful in learning about collective bargaining in your district.

So, here it is. You no longer need to feel confused and discouraged about this issue—one of the most important in public education. You **can** be an effective contributor to the educational future!

Collective Bargaining and the Public

The cover of a handbook on collective bargaining distributed by a state school boards association shows, against a black background, four dark figures seated at a table, dimly lit by a bare bulb hanging overhead. So the artist affirms the popular notion of the negotiation process as a shadowy business, conducted out of the light of public scrutiny. But there is nothing sacred about the idea that the system can operate only when its participants are closeted and protected from public illumination. In district after district, parents and citizens, realizing the effects that collective bargaining has on their schools and their children, have demanded that they, too, play a role.

They have exercised that role by studying the way the collective bargaining process works; by forming task forces to let the public know about the process and about alternatives to it; by attending and observing negotiations sessions; by sponsoring public meetings for the presentation and examination of bargaining issues.

This kind of involvement is not easy to achieve. The parties to the negotiations—the school boards and the unions—may reject any “outside interference”—especially “interference” by a group as large as the public, which represents so many different points of view. Moreover, if—as is all too likely—only a small number of people responds to the call for public involvement, the board and the unions will not see them as a force to be reckoned with.

So the parent/citizen who wants to exert some influence on the collective bargaining process has a two-fold task: to work for means by which the public can affect the process and to organize and inform the public so that this “third voice” will be a strong and knowledgeable force.

The purpose of collective bargaining is fairly straightforward: to bring the employer and the union together to discuss and bargain various issues, and, when they have reached agreement, to write a con-

tract which binds both of them to its terms.

The role played by the union representing the employees during this process is clear. Its job is to act on behalf of its membership. The role of the board is less well understood. As the employer, the school board has certain legal powers. But it also has an important responsibility to the public. It is required to act on behalf of the public, to provide a sound program of education for the children of the community and to make important policy decisions about that program. Moreover, in most states, the school board *must* share those decisions with the public. Open Public Meeting laws—sometimes called Sunshine laws—require that the public be admitted to meetings at which the board deliberates and makes decisions. Right to Know laws insure the public's right to inspect records, such as the minutes of board meetings.

The laws concerning collective bargaining impose two requirements on the parties that parents and citizens must understand if they are to have any influence on the bargaining process. Both parties are required to act in "good faith" and to bargain within the "scope of bargaining."

"Good faith" defines the manner in which negotiations are conducted. It requires each party to meet with the other at reasonable times and with reasonable frequency. As a legal concept, good faith is difficult to define and hard to prove. But in human terms it is easily understood: the bargaining party intends, and acts in ways that support this intention, genuinely to work towards an agreement. Good faith bargaining does not require that one party give in to the other's demands, but that each party remain open to ways to settle differences.

The discussion between the negotiating parties—and, therefore, the contract that emerges from these discussions—must be limited to subjects that are within the "scope of bargaining." Those that are outside its scope are non-negotiable. They cannot be part either of the discussion or of the contract—usually because they concern matters in which the board has the exclusive authority to act.

State laws governing collective bargaining generally include wages, hours and the terms and conditions of employment as being within the scope of bargaining. Some also permit bargaining on matters relating to "professional duties," "personal matters," or "standards of productivity and performance." (See Appendix C for information on the laws in your

state.) Teachers may claim that "terms and conditions of employment" include the issue of professional responsibilities and may press for a scope of bargaining broad enough to take in matters that were once considered wholly within the board's decision-making power. If that power was specifically conferred on the board by a law enacted earlier than the collective bargaining law, the courts generally rule that the later law prevails over the earlier one. Under these circumstances, the effect of the collective bargaining laws is to remove some of the board's authority. On the other hand, some collective bargaining laws state that in cases where the two laws are in conflict, the earlier one shall prevail. In these cases, the board retains its authority.

The law that gives authority to the board may be extremely precise. It may state, for example, that "the board shall approve all textbooks by a roll call vote of a majority of the full membership." Or it may be open-ended: "the board shall adopt rules governing employment of teachers." In some states, the law is less clear, and the distinction between negotiable and non-negotiable issues is similarly, as one court put it, "shadowy."

Even where the distinction is clear, however, it is not always easy to limit the scope of bargaining so as to preserve public control of the schools. For example, most education laws provide that school boards shall adopt curriculum—the subject matter to be studied. The law, or the state rules by which the law is carried out, may require the board to involve teachers and administrators in the process of preparing the curriculum for adoption, and certainly no wise board would make such an important educational decision without seeking the advice and counsel of its professional staff. But such employee participation does not deprive the board of final authority.

If, however, the contract contains a provision that requires a staff committee to prepare curriculum and limits the board to dealing only with the proposals this committee makes, the contract may prevent the board from performing a duty the law has assigned to it. A contract containing such a provision would, for example, require a community that wants to add black studies or music appreciation or automobile mechanics to the school curriculum to persuade the teachers' committee to its point of view. Clearly, this undermines the legal requirement that the school board answer to the public.

This is not just an abstract problem. Increasingly, the issues that are negotiated in collective bargaining overlap with the issues of educational policy that are supposed to be debated and decided in public. It is not always easy to separate conditions of work—a legitimate subject of negotiations—from the educational program. The requirement that a teacher prepare a daily lesson plan book, for example, has a direct effect on the teacher's work load. But it also insures that class work will continue on course when a substitute teacher has to take over. When, for whatever reason, the board does not distinguish between negotiable labor issues and non-negotiable educational ones, important public policy will be decided not by public discussion, but at the bargaining table—from which, in most states, the public is excluded. The net effect is that parents and citizens are deprived of their right to influence a public policy in which they have a major concern.

The success of any party in collective bargaining depends not only on the appropriateness and reasonableness of the positions it takes on the issues, but on its strength. The strength of parents and citizens—that silent "third voice" in the negotiations—is entirely political. It arises from their numbers and the firmness of their convictions. It is a strength to be reckoned with. If it is exercised to protect the legitimate interests of the public in collective bargaining, it can reshape the system.

We'll look next at what parents and citizens can do to make a difference at the four critical stages of collective bargaining: the period before bargaining begins; the period negotiations are in process—including the time needed to get things back on track if negotiations break down; the period after the contract is signed; and, if worse comes to worst, the period of a strike.

Before Bargaining Begins

Chances are that you already know the advantages of organizing people to get a big job done. Work can be shared and ideas can be developed. Moreover, the more different kinds of people are involved in a project, the broader its base of support in the community. So the first step in the effort to open collective bargaining to public involvement is to organize people for that purpose. Two other handbooks in the N.C.C.E. series can offer you guidelines in this effort: PARENTS ORGANIZING TO IMPROVE SCHOOLS and DEVELOPING LEADERSHIP FOR PARENT/CITIZEN GROUPS.

Learn About the Process

Once you've decided to get involved, don't be surprised by efforts to discourage you. Insiders are likely to claim that the whole subject of collective bargaining and negotiations is too complex and sophisticated for ordinary people. It's true that the history of labor-management relations is long and complicated. It starts with an intricately constructed federal statute, the National Labor Relations Act, which has been interpreted and added to, since its passage in 1935, by an immense body of case law emerging from the National Labor Relations Board and the federal courts. Collective bargaining for government employees, which came along in 1962, has drawn heavily on the concepts and law developed under the N.L.R.A. and has added new concepts, which apply only to the public sector. (This historical material is discussed in more detail in Appendix A.)

But teachers, janitors and school board members have all had to learn about collective bargaining in order to become effective parties at the negotiations table. Even if they hire professional negotiators, they must understand the issues before they ratify a contract. Parents and citizens are no less affected by the contract and no less able to understand the issues.

They are affected by the contract in two ways. First, and most obvious is its effect on them as taxpayers. Many of the contract terms have cost implications that require hard choices. When costs in one area go up, costs in another must be cut, or revenues must be increased. The cost implications of salary increases are obvious. But costs are also involved in other contract terms, as—for example—when substitutes must be hired to replace teachers released on paid personal or professional days or sabbatical years; when the board agrees to pay tuition or expenses for professional training; when the responsibilities of any group of employees is limited in such a way that additional employees must be hired in order to carry out the school program.

Equally important, the contract may contain educational costs—provisions that have an important effect on the quality of educational services. If, for example, teachers are granted the right to confer periodically with a supervisor during times they would ordinarily be performing assigned duties, they will have to be replaced for those periods, and the repeated interruptions are bound to affect the educational program. If the contract provides that a student's final grade shall be entirely within the discretion and professional judgment of the teacher, neither students nor their parents will have any way to appeal a grade they believe to be unfair or incorrect. Other clauses, which will be discussed later, may also contain educational costs.

Gather the Basic Facts

Your school district probably has an office or an administrator responsible for collective bargaining. Start there to gather information about the contracts in force in your district. Don't be content with information you've picked up about another district; although the principles of collective bargaining are generally applicable everywhere, practices vary considerably from one district to another.

The first thing you will want to know about are the bargaining units—the groups of employees, usually bound together by a common interest, that are represented by the various unions. Usually, separate unions represent professional (certified) and non-professional (non-certified, classified) employees. The professional group, which includes teachers, may also include school nurses and special services personnel such as guidance counselors and librarians.

Ask your district:

- What units of employees are recognized by the school board.
- What union represents each unit of employees.
- What negotiated contracts are presently in effect.
- What period each contract covers.
- Who represents the board and the union in negotiations.
- When the next round of negotiations will begin.

Analyze the Contract

Examine the contracts in effect in your district. They were doubtless ratified at a public meeting of the school board. They are part of the public record of your district and you are entitled to inspect them and to request copies. For purposes of comparison, collect the last three to five years' contracts in your district and the current contracts in comparable districts in your region and state.

The negotiated contract is a legally binding document, enforceable at law under the traditional doctrines of contract law. When contested cases and disputes arising under the contract come before a court or an arbitrator, they will be judged in accordance with the terms of the contract itself. For this reason, the importance of contract language cannot be overstressed. When they appear in a contract, words like "adequate," "sufficient," and "appropriate" become legal standards to which the parties will be held. It is therefore important that the contract language be clear and precise, and that it contain no provision which is not fully understood by both of the parties and by the parents and citizens who will be affected by it.

A form of a teacher's contract is shown at Appendix B with a commentary on its various clauses. There is no standard form of contract, however, and the one in force in your district may look quite different from this one. It may be long and wordy, or short and to the point. It may cover only the essential matters of wages, hours, benefits and grievances, or it may include provisions for many aspects of employment. But whatever its form, it is a contract and its terms are binding on both the union and the board. Contracts with employee units other than teachers will obviously cover somewhat different ground from the one shown here, but the essential terms will always be included. Our discussion will focus on the teachers' contract, not only because it is likely to

cover the largest number of issues but also because the issues it touches directly concern public policy. Contracts with other unions can be analyzed in a similar way.

First, you want to know what the basic terms of the contract are. These questions will help you find out:

1. What employees are covered by the contract? If it includes such non-instructional personnel as nurses, special services personnel or secretaries, does it extend benefits or powers to them that properly only teachers should enjoy?

2. How many days can a teacher be absent without loss of compensation? Include maximum number of permitted sick leave days, personal days, professional conference days, family emergency days. Is there any bar to the use of personal days to extend a school vacation or a weekend or religious holiday?

3. Is there a "savings clause" which prohibits the board from adopting or modifying policy for the life of the contract? Will this clause prevent the board from acting on **any** issue without first consulting the union?

4. What are the fringe benefits? Include hospitalization insurance, life insurance, dental insurance. Does the board pay all or a portion of the premium? If there is no state pension plan, does the contract provide retirement benefits?

5. Does the contract include statements which already are covered by existing law? Does it at the same time require binding arbitration of grievances? (Contract provisions for settling grievances—employee complaints—are discussed in more detail later in this chapter.) If so, interpretation of state law—ordinarily entirely within the jurisdiction of the courts—may have to go to an arbitrator for settlement.

6. Is there a "just cause" clause requiring that no action affecting an employee be taken without just cause? Does the grievance procedure at the same time require binding arbitration? If so, every such action will require a showing of just cause, which will in turn be subject to review and final determination by an arbitrator.

7. Do the duties of teachers extend to educational activities beyond the classroom? Are they required to assist in extra-curricular activities, to prepare for classes, to participate in in-service training, to offer extra help to individual students, to attend evening meetings and parent conferences, to supervise the lunchroom?

Many of the clauses in the contract may affect the educational program and the relationship of parents to the schools. Look into the following questions:

1. Does the school board retain the power to set the school calendar and to determine the length of the school day for students? Or have hours of work been bargained in such a way as to give the contract power over the length of the school day? Does the school day provide enough time for teacher consultation with students before and after classroom time? For discussions with other teachers?

2. Does the contract give teachers the "academic freedom" to augment curriculum content at will? Does the definition of "academic freedom" limit the teachers' freedom of expression or the flexibility of the program?

3. If class size is limited in any way, does the limitation provide the best learning environment for students? Is it a rigid requirement or will it permit flexible scheduling and experimental programs?

4. Does the contract include provision for textbook selection or curriculum development?

5. Does the contract include procedures for the discipline or management of students, matters which are usually considered to be entirely within the province of the board? Will the contract act to exclude any student from an educational opportunity?

6. Are there restrictions on assignments that make it impossible to assign duties to the employees most capable of performing them by requiring, for example, that assignments be made only on the basis of seniority or rotation?

7. Is any provision made for the concerns of parents and citizens? Is there a complaint procedure to allow a member of the community to bring a complaint against an employee?

8. Is there any clause that would act to limit parent access to classrooms or to the schools?

9. Is there a no-strike clause, or a no lock-out clause? Does the contract provide for steps the parties will take to resolve a deadlock in the negotiations?

Determine the Costs

The contract is a costly document. In most districts, it represents the greatest portion of educational costs. Before negotiations towards a new contract begin, you can determine what the existing agreement costs the district:

1. Obtain a copy of the district budget or

appropriation resolution for the current fiscal year. If in your state the fiscal year and the contract year (ordinarily the school year) are not the same, make certain that the budget or appropriation resolution reflects the requirements of the current contract. If necessary, ask a school official to explain the items line by line, so that you understand what each allocation means. Determine how much was paid in salaries to each recognized unit of employees. Calculate the totals paid for fringe benefits under the contract. It is not uncommon for funds allocated to salaries and benefits to make up 70% to 80% of the total school budget.

2. Study the salary guide, especially at both ends—that is, the salaries of new or inexperienced teachers and those of seasoned teachers with considerable educational background. Are increments—automatic annual increases—built into the guide? How does the salary scale compare with other school districts that are like yours in size and economic level?

3. Analyze your district contracts for the past few years. Prepare a chart showing the growth of salaries over that period, by charting, for example, the changes in the annual salary for a teacher with a bachelor's degree and five years' experience. The salary increase each year will include the increment built into the salary guide as well as the negotiated across-the-board increase. Compare the salary increase with the rate by which the cost of living has gone up during the period you have been studying. Compare it with salary increases in other districts similar to your own.

4. Determine the absentee rate for employees covered by the contract. If the superintendent is required to report staff absences or the incidence of absence to the board, this will be a matter of public record. Search board minutes to see if such a report is made. You cannot examine individual personnel records, but you can request a statement of teacher/day absences for a given period and a breakdown of the reasons given for those absences. What percentage of total teacher/days is represented by the teacher/day absences? An absentee rate of 5%, or one absence per teacher in a four week period, is considered reasonable. A higher rate may mean that the district is paying heavily in contract benefits. If your information includes the dates that absences occurred, plot them on a calendar. Does the pattern the calendar shows satisfy you that paid days off are

being used for the intended purpose?

5. Ask school officials for the present **per diem** wage for a substitute teacher. (Your state or district may compensate long term substitutes on a pay scale. Our concern here, however, is with the short-term substitute service required when teachers take negotiated days off.) Using your data on absences, calculate the additional cost to the district of supplying substitutes while teachers are absent with pay.

6. Screen the contract for any cost items in addition to the obvious costs of wages and benefits. Is there a class size provision which will operate to create more classes and, therefore, new positions? Must teacher aides, lunchroom aides and/or playground aides be hired to perform duties once performed by teachers?

7. What are the costs to the district of the collective bargaining process itself? How many hours were devoted to negotiation sessions and to strategy meetings? Did the board hire a negotiator to represent it? What fee did that person get? The fee should be a matter of public record in the minutes of the board. Did negotiations break down at any point? If so, what costs were incurred for a mediator, a fact-finder, an arbitrator? How many copies of the negotiated agreement were prepared? What was the cost and which party bore it?

Evaluate the Grievance Procedure

The grievance procedure has been called "the real heart of the negotiated agreement." It is often required by law in every contract, and it operates as a way of assuring that the contract will be carried out.

The grievance procedure permits an employee who has a complaint against the school district to process that complaint in an orderly fashion. Typically, the complaint is filed with the employee's supervisor or principal; if the employee is not satisfied there, it may be taken to the chief executive officer of the district, usually the Superintendent. If that decision is unsatisfactory to the employee, the complaint goes to the Board of Education and finally, if necessary, to an impartial arbiter outside the school district. Rules govern the process at each step. For example, the grievance must usually be filed within a specific period after the event that gave rise to it. If it is appealed to the next step, the appeal must be made within a certain time after the previous determination. The employee may be permitted a hearing at each step and rules govern who may be present at the

NCCE/17

hearing, who presides, who may be heard, whether the proceedings must be recorded word for word, and what must be included in the file that records the process. The decision as to whether or not the employee was unjustly or improperly treated must be handed down within a certain time after the hearing. All the rules are intended to provide an orderly process for hearing and judging an employee complaint. Without such a process, employees would have to suffer grievances in silence or seek redress by other methods, some of which could hurt the educational program.

There are two especially sensitive issues before the parties when the grievance procedure is negotiated. First is the definition of a grievance—the employee complaint that triggers the whole process. The employee representative is likely to press for the widest possible definition, so that any alleged mistreatment of an employee by a supervisor or the board is governed by the grievance procedure. The board, on the other hand, will prefer a narrower focus, one that defines a grievance as any complaint arising out of the application or interpretation of the contract terms. Under this narrower definition, a teacher could not raise the board's choice of a textbook as a grievance, since in most states that choice is an exercise of the board's legal power and beyond the scope of bargaining. A broad definition, which permits any act to be raised as a grievance, would permit the teacher to file such a complaint. It is extremely unlikely that the teacher would prevail, but the grievance would be entitled to the full process at every step.

Parents and citizens have an interest in the prompt and orderly resolution of all legitimate complaints of school employees. They also have an interest in the conservation of district resources that might be wasted in hearing frivolous complaints. So it is important to pay attention to the way a grievance is defined.

The second sensitive area in negotiating the grievance procedure concerns the effect on both parties of the decision rendered at its final step: arbitration. Depending on the requirements of law or the terms of the negotiated contract, the award of the arbitrator may merely advise the parties of an appropriate and just resolution and remedy or it may bind them to a course of action. The school board that agrees to binding arbitration surrenders the final determination of school issues, many of them vital to the district, to a decision-making force outside the district. Moreover, even if the award is appealed to a court, it can be set

aside only on very narrow grounds, difficult to establish.

Since the grievance procedure is intended to monitor the contract, it follows that an examination of the grievances filed and processed in your district will reveal problem areas in the existing contract. Ask your district for a list of grievances filed under the existing contract, indicating the nature and disposition of each. Do not request individual personnel files and make it clear that your interest is not in the identity of the employee who filed the grievance, but in the relationship of the grievance to the contract. A careful analysis of the grievances will point to those contract areas with which employees have problems and which will probably give rise to new demands when the next contract is negotiated.

At what level are most of the grievances resolved? If most of them are taken all the way to an arbitrator outside the district, do the majority of awards favor the board or the teacher? Obviously, the bargaining position of one party will be weakened if the other continually wins in a grievance on a given issue.

Now that your contract analysis is completed, you are ready to release your findings. Prepare a report setting forth the following:

- What you have learned about the district contract;
- The cost to the district of the contract and the negotiating process;
- Comparisons with other districts;
- The basic points of collective bargaining.

Include a copy of the current contract in your report. Present it to the board and to the employee representative. Call a public meeting and distribute a summary of the report. Release the full report to the press.

If your research strongly indicates areas in which contract reform is needed, do not hesitate to point them out. This is the period when both sides are formulating their demands for the next contract. A concerted stand by parents and citizens at this point may have a substantial effect on those demands.

Consider asking the school board to conduct a public hearing—much as it conducts a hearing on the proposed school budget—to give parents and citizens an opportunity to respond to the contract and inform the board of their stands on contract issues. Find out what information the board plans to release on the forthcoming negotiations. If it's not enough, ask for more. Petition the board for as active a role in

Before negotiations begin:

1. Organize a parent/citizen group.
2. Learn about the collective bargaining process.
3. Gather information about collective bargaining in your district.
4. Analyze your district's negotiated contracts.
5. Determine present contract costs.
6. Evaluate the grievance procedure.
7. Report findings.
8. Petition for public involvement in negotiations.

During the Bargaining Process

Collective bargaining begins when one party—usually the union—presents its demands for new or modified contract provisions, and the other responds with counter-demands. Both sets of demands usually represent extreme positions. Each party would be overjoyed to have its initial demands accepted, but each fully expects to be bargained away from most, if not all, of them, and certain items are intended, from the very beginning, as bargaining trade-offs. Even so, these initial demands should be taken seriously, because they set the agenda for negotiations.

Since you, as a parent/citizen, have a strong interest in knowing what issues will be resolved at the bargaining table, it is important for you to be aware both of what the union hopes to achieve and of the way the board has responded to its demands. So, if it is at all possible, you should obtain copies of both the demands and the counter-demands. California law, for example, requires that both sides' contract proposals be released to the public. Some states, however, exclude them from public record and many states make their release an unfair labor practice. If your state law prohibits you from seeing the demands themselves, ask to be given a list of the issues that will be negotiated. That, at least, will be some help.

Analyze and evaluate each side's demands in the light of what you know about the existing contract and about the needs of your district:

1. Do any of the union's demands tend to deprive the board—and, by extension, the community—of its power to govern the schools? As we've seen, this is a subtle issue. The answer is not likely to be immediately apparent, nor apparent in any single demand. For example, a just cause clause together with binding arbitration for grievances dilutes the board's power to discipline, transfer and assign teachers because the final decision in a grievance procedure arising from any of these acts will be made by an arbitrator. Similarly, a demand that no less than 20% of the district budget be allocated to instruc-

tional supplies and equipment helps teachers and may help students, too, but it may also prevent the board from spending money on needed maintenance and building repairs.

2. What would be the financial costs of accepting the union demands? What additional paid leave days are demanded? You know from your analysis of the absentee rate whether the employees in your district are likely to claim all the paid leave days the contract guarantees. To find the potential dollar cost of each additional day, multiply the number of employees in the unit by the daily wage of a substitute (which is likely to be higher in the new contract than in the old one). What salary increases are demanded? What additional cost to the district do they represent? How does the proposed increase compare with the cost of living? Remember that the existing salary guide, with its automatic increments, builds in an annual salary raise for each employee, wholly apart from negotiated raises.

3. How will the demands affect the school program? Will teachers' hours of work cut back extra-curricular activities by limiting the time for after-school projects? Are teachers' classroom and supervisory duties cut back? Will the curriculum be affected in any way?

4. Are the demands produced by the union representative merely a copy of the national organization's contract? Are there clauses which are simply inappropriate to your district? Do the teachers in your district understand the demands being made on their behalf? Do they support them? Are the demands so lengthy and the items proposed for negotiations so numerous as to make it impossible to evaluate them carefully?

5. How do the demands compare with those made in other districts? (If these aren't made public, ask other parent groups or the State School Boards Association.)

6. How do the demands compare with your analysis of earlier contracts in your district? Are there, for example, any trends toward greater or less accountability, toward more curriculum control, toward increased benefits for the representative organization?

7. Are the board's counter-demands reasonable and fair? Do they take realistic account of legitimate teacher demands? Do they give credit to teachers who want genuinely to improve education in the school district?

8. Does the board's response accept too much? Does it show a careful analysis of contract demands?

9. Does the board ask enough? Is there provision for the evaluation of teachers' professional competence? Has it asked for a discussion of teacher accountability, perhaps the most controversial issue in schools today, and one of particular interest to parents/citizens?

10. Do the board's counter-demands include issues brought to its attention by parents and citizens?

Both the board and the union will meet to consider each other's demands and to plan bargaining strategy. At subsequent negotiation sessions, the parties will sift through demands, clarify issues, refine their points of disagreement, and work towards a settlement. During this period, it is essential to keep open the lines of communication among board, union and public and to encourage a spirit of compromise and understanding.

Some states permit the public to be present at negotiation sessions under the so-called sunshine law—a statute requiring that all meetings of a public body be open to the public. In others, the sunshine law specifically excludes bargaining sessions and negotiations strategy sessions from public attendance. But you may not have to depend on state law for permission to attend negotiation sessions in your district. If both the board and the employee representative agree, these meetings can be made open to the public. If the parties are unwilling to go that far, you might request permission for representatives of public organizations to attend as observers, and you might encourage the board to establish a Citizens' Advisory Committee on Collective Bargaining—a committee which would observe the negotiations process, assess public opinion, and report back to the board. If you are denied all access to bargaining sessions, insist that the board give the public a capsule report of the issues under discussion and also give it an opportunity to express its views before agreement is reached.

Impasse

The role of the public can be especially important when the differences between the parties is so great that there is no prospect of resolving them within a reasonable period of time or when both parties refuse to modify their positions and discussions are deadlocked.

Such a stalemate is called an impasse. Some statutes provide for automatic impasse if an agreement has not been reached by a certain time after the delivery of demands or the start of negotiations. Impasse may also be declared by one or the other of the parties and sometimes the threat of impasse is used as a negotiation strategy. State law may provide steps for the parties to take to resolve an impasse; if it does not, the parties may agree, either by a clause in the existing contract or by consent at the beginning of negotiations, on a procedure to resolve it.

Ordinarily, when impasse has been declared, discussions between the parties cease while a mediator—a disinterested, neutral person or panel—meets informally with both sides to assess their positions, strengths and weaknesses, and to attempt—both by persuasion and by appropriate proposals—to break the deadlock and assist the parties towards a resolution.

If mediation is unsuccessful, the next step is usually fact-finding, a more formal proceeding in which each party presents facts, documentation and argument in support of its position to a third party fact-finder. The fact-finder considers such issues as each party's demands, present and past; their competing interests; the district's resources; the situation in comparable districts; and the cost of living, and then presents a recommendation.

If the parties refuse to accept it, an impartial arbitrator may be called in. The parties may agree to accept the arbitrator's findings only as advisory, or they may agree to accept them as final and binding. Only in this second case are they bound by the arbitrator's award.

When negotiations reach impasse, the attitudes and positions of both parties tend to harden. Moreover, although both often make their positions known in order to gain public support, the public is likely to be entirely excluded from the discussions that are going on. It is, therefore, particularly important at this time to get the *facts* out in the open, so that the public is not misled by propaganda from either side.

Establish channels through which you will receive information on the issues at stake, the positions of the parties and the shifts in their positions. Develop ways to get that information out: by a telephone "cool line"; by a public hearing for the presentation of positions by both parties; by a daily or weekly column in your local newspaper.

If the deadlock is prolonged, be alert to signs that either side is getting ready to exert sanctions—a lockout by the board or a strike by the teachers—to force a settlement. Signs that sanctions may be impending include:

- Adamant adherence to an irresponsible stand
- Refusal to negotiate or to meet
- Accusations that the other side is acting in bad faith
- Attempts, especially by teachers, to recruit public sentiment by appeals to students
- An unusually large number of employees reporting sick
- Pronouncements of ultimatums
- Activities, such as removing vital equipment and plan books from the school, that would frustrate their operation by others if a strike should occur.

During negotiations:

1. Obtain and analyze each party's contract demands.
2. Request open negotiations or an opportunity to observe.
3. Publicize your position on the issues being negotiated.
4. Press for information and work toward a climate of understanding and conciliation.

After Negotiations

Negotiations formally end when the settlements reached at the bargaining table have been reduced to writing, ratified by both parties, and duly executed by the officers of each. The bargaining process is often long and tiring for the parties, and it is no less so for parents and citizens who get involved in it. So it is likely that you'll be tempted to turn your back on collective bargaining and get on to other, more immediate concerns. That's not what the parties are doing, however. Whether they're licking their wounds or relishing victory, they are likely to view this year's contract as no more than the preface to the next, where, they hope, they will surely see their demands written into contract terms. So you, too, still have your work cut out for you.

Contract Analysis

Evaluate the new contract just as you did the old one (see Chapter 1). In particular, study the modifications and the ways they will affect the schools. If you notice significant changes, call them to the attention of the public. Use local media, meetings, and newsletters to familiarize the public with the contract and its possible effects on the educational program and the district budget.

Challenge Invalid Terms

Perhaps, despite your best efforts to prevent it, the board agreed to a contract term which plainly sets educational policy and therefore removes that policy from public control. This is clearly beyond the scope of bargaining, and it frustrates the public will. If such a development occurs in your district, you should consider two courses of action. First, encourage the board to have that part of the contract invalidated by the appropriate court as a subject which never should have been negotiated in the first place. If the board refuses to act, consider taking legal action against both the board and the employee representative. Your

standing as a plaintiff in such a suit will be challenged, and it is not at all clear what the judicial resolution of that challenge will be. The parent/citizen suits that have so far been brought have been turned back for lack of standing, but as the recognition grows that collective bargaining in the public schools **must** involve the public, there may also be a recognition that involvement means little without the right of challenge and appeal. The board and the employees have recourse to the grievance procedure when they feel their interests have been harmed. But parents, citizens, and students have no such recourse when a contract term harms their interest and is the consequence of a decision on which the public had no opportunity to be heard—a decision made entirely outside the political process.

Observe Contract Administration

As we have already said, the incidence of grievances is a measure both of the strength of a contract and of its value to both parties. A well-drafted contract, one which embodies the clear and unequivocal mutual understanding of the parties, is less likely to be the source of grievances than one that is fuzzy and weak.

Continue to review the rate of absenteeism. Does it appear that employee absences increase with the availability of additional paid leave days?

Assess the impact of the new contract on program. Have increased costs for salaries and benefits required corresponding cuts in program? Has student discipline or learning been affected by the replacement of teachers by aides? If procedures for evaluating the performance of professional employees were negotiated and accepted, have they been carried out? Are teachers being assisted towards greater professional competence? Are teachers dismissed when they fail to improve? Has there been any change in pupil proficiency as a consequence of teacher evaluation?

Monitor Continuing Negotiations

It is possible that negotiations may be required on some point that arises during the life of the contract, probably the impact on employees of a board action. If, for example, the pupil population decreases or district revenues are cut, the board may abolish positions, causing a reduction in force. State statute commonly requires that tenured, or contract, teachers be let go according to their seniority, so that those with

the least experience are released first. Ordinarily, no such protection is accorded teachers who are not protected by tenure. When the board announces a reduction in force, therefore, the employee representative may demand negotiations on its impact on non-tenured teachers. A reduction in force for reasons of economy could also require a redistribution of students; negotiations on class size might therefore be demanded. The board's refusal to negotiate is likely to be an unfair labor practice, and it may be ordered to negotiate if the union appeals to the state agency charged with public employment relations.

Parents and citizens should be kept informed of these ongoing negotiations, the issues at stake in each of them, and the agreements that emerge from them.

After negotiations, examine and evaluate the new contract.

1. If any of its terms clearly involved educational policy, challenge them.
2. Observe the administration of the contract through the grievance procedure and assess its effect on school programs, financial resources, and student progress.
3. Continue to monitor negotiations as they are resumed for discussion of current board actions.

Strikes

When workers in private industry first used the strike as a weapon in their dealings with management, they were exercising the only power they had—the power to shut down the employer's business and force attention to their demands. The strike was and is a powerful weapon. It is an appropriate one in the private sector, where both employee and employer suffer risks and burdens while it is going on. But the situation is different in the public sector, and in particular in the schools. A teacher's strike seldom penalizes either the teachers or the board. Because schools must be open a certain number of days each school year, ten-month employees do not ordinarily suffer loss of wages. Nor do school board members risk the loss of a business. The people who bear the brunt of a school strike are the students, who must attend schools; and the taxpayers, parents and citizens who must pay to support the schools.

Ideally, school board members, school employees, parents and citizens should be united in their efforts to provide children with the best education the community can afford. Any strike—or lockout—in the school system, particularly one involving teachers, runs directly counter to this idea.

Nevertheless, teacher strikes *do* occur and seem, indeed, to be increasing in frequency. In the school year 1960-61, when public school collective bargaining was in its infancy, there were three teacher strikes. During the first half of this decade, there were an average of 122 each school year. Both the N.E.A. and the A.F.T. endorse strikes as a bargaining technique and both support federal and state legislation that would give teachers the right to strike.

From time to time school boards try to force a settlement by a lockout—closing the schools and preventing employees from working. A lockout is, in a sense, a strike by management. When either kind of strike occurs, each side is likely to blame the other. Each may argue that the other has pushed it to an

extreme by its bad faith and inflexibility. But from the point of view of parents and citizens, it doesn't make much sense to try to fix blame. Whatever its reasons, a strike means much more than the breakdown of negotiations. It means that one side or the other—or both—has taken to itself more power over the schools than it is entitled to. For parents and citizens, the primary task is to help set this imbalance right: to get the strike settled as soon as possible on terms that are fair to both sides, and to diminish as much as possible the effect of the strike on students.

A strike is a crisis. Hardly anyone in the community is unaffected by it. Consequently, feelings are likely to run high and facts are probably in short supply. Even those who have never before been involved in school affairs are likely to take positions in support of one side or the other. Too often, their feelings focus on one or more strong personalities—the union president, for example, or the person who negotiates for the school board. This diverts attention from the real issues at stake and may create new and inappropriate issues which are far more destructive. A strike can divide a community against itself so badly that its effects are felt long after it is over.

Disseminate Information

Much of the emotion and "separation into camps" that accompanies a strike occurs because people are not informed about the specific issues involved. Find out what the points of impasse are. They may have to do with money or they may concern matters of principle. Teachers, for example, may view the question of preferential treatment in awarding promotions as a negotiable issue of job security, while the board may see it as a responsibility it can neither negotiate nor delegate to the union contract.

Examine the issues on which the parties cannot agree and give them a fresh perspective and analysis. Ask each party to give you a statement of what it sees as the impasse problem and what the reasons are for the position it has taken. One group of parents sponsored a town meeting at which each side did just that. Because they knew that tempers were running high, the parents did not involve the audience in the discussion. Instead, a panel of representative citizens questioned both parties.

Your group may prefer to use a different format. But, however you want to go about it, try to get a public airing of the issues before a strike occurs. If you can get a "sense of the community" when the

pressure for a strike starts building, one or the other of the parties, recognizing that it has no support in the community, may give up its inflexible stand.

If the inflexibility continues, and the strike occurs, your group has reached a critical moment. This is the time to consider whether or not to support it. There are several factors to be considered: the reasons for the strike; the goals set by the strikers; the consequences of the strike for the community. You may find, after considering all these factors, that you want to ally yourself with the union and its demands. You may, on the other hand, want to remain neutral, or you may want actively to support the board.

The next question to consider, once you've made your decision, is whether or not to cooperate with the board if it has decided to keep the schools open. If you assist the board in this respect, you may be giving it your unspoken support. If, on the other hand, you do not, your children's education may suffer. (Later in this chapter, we discuss ways—outside the school system—to keep education going during the period of a strike.)

Encourage Planning

If, after weighing all the pros and cons, you decide to help keep the schools open, you'll have your work cut out for you. To perform it most successfully, you should get the support—if you can—of all the parent/citizen groups in the district.

Many school districts, prompted by such professional organizations as the American Association of School Administrators (AASA), the National Association of Secondary School Principals (NASSP) and the National Association of Elementary School Principals (NAESP), have developed strike contingency planning. These districts recognize that advance planning is essential to avoid chaos in the first days of a strike and to permit the conduct of a school program while the strike is going on.

Basically, a contingency plan should:

- Assign responsibilities and create a new system of command.
- Provide for a communications system among school personnel and a system of getting information to the public.
- Provide for flexible and fast decision making and action.
- Unite efforts to keep the schools open.

Communicate with the Media

A strike, or a threatened strike, is news and you can expect the press to give it coverage. It is vital to establish a working relationship with newspaper, radio and television reporters and editors, so that the facts you release are reported without bias. Press employees are often union members and, understandably, may support union goals. But they can just as easily be biased in favor of the board. Even if they have no bias, they may be more concerned with drama than with fact. Be alert to any press tendency to create new issues or distort the real ones in a way that angers the community and makes settlement of the strike more difficult.

What To Do if Schools Close

If the schools are shut down by either management or labor, there will be a serious need to keep parents informed of changes in the school program, transportation schedules, food services, and outside activities. When we use the word strike from this point on, we mean closing of school by either school boards or unions. Before a strike begins, establish dependable ways for parents to get accurate, up-to-date information.

- Ask your newspaper for a daily box on the front page for school information.
- Arrange for early morning bulletins on a local radio station.
- Establish a "hot line" telephone information service and publicize the number. (Don't rely entirely on this technique, however. Strikes have been known to tie up school switchboards and make telephone communications impossible. Your line to a parent's telephone may suffer the same fate.)
- Arrange for ways to obtain reliable and accurate information about school sessions, meals and transportation without relying on the telephone.
- Draw up a telephone tree so that, within a two-hour period, every parent can be notified of new developments. Ask parents to supply names and telephone numbers before the strike begins.

In addition, there are steps you can take to assure that education will continue for your children during a strike.

- Canvass your community for those who have the skills to help. Depending on the extent of the strike, you will probably need qualified teachers, food service workers, and persons available to

transport children. Persons who volunteer for this service should be warned that they may be subject to pressures by those involved in the strike.

- Your state may have some provision for the emergency certification of instructional and non-instructional personnel. Find out how it works, what education and/or experience is required, and how to go about making application.
- Organize neighborhood car pools if the school buses stop running; make insurance provisions for personal liability.
- Organize food services if the cafeterias close. Have students bring lunches from home; supply milk for distribution.
- Compile and maintain a file of all who are willing to assist in the schools during a strike.

Organize your own group of parents and citizens for strike action. Form committees to act as liaison with the schools, to recruit volunteers, to get information to parents, to help the parties reach a settlement and end the strike. In short, work out your own strike contingency plan. To the extent possible, it should mesh with the schools' plans so that both can work most effectively.

All the activity described above can take place before a strike actually occurs. The very fact of your activity may help to head it off. Even if it does not, these preparations can help provide a continuing educational program for the children of your district. That program does not necessarily have to take place in the public schools. Perhaps the board is not committed to keeping them open; perhaps your group does not want to cooperate with the board if it does. In that case, you can explore alternate programs for students. Neighborhood centers, churches and such community organizations as the YMCA/YWCA, have facilities that can be used for children's activities during the day. Work with these groups to create programs for children who are not in school. For example, in Detroit, Michigan, the local public television station, WTVS/Channel 56, prepared for an anticipated strike emergency with "Something to Do..." a project designed to stimulate out-of-school activities for children.

Plan Strike Strategy

As soon as a strike is called, check out its impact on the district. The time of year, the number of employees involved, the intensity of the feelings behind the negotiating impasse—all these play an

NCCE/33

important part in determining how strong that impact is, not only on the educational program itself, but on the school calendar, the graduation and college enrollment plans of high school seniors, and students' summer work or vacation plans.

When a strike occurs, the school board will consider taking legal action against the strikers through an injunction—a court order to the strikers to go back to work or suffer a penalty. It is possible that you, as a group of taxpayers, may want to bring suit against the strikers or against both parties to bring about a resumption of the school program. This is a strategy which should be discussed with an attorney who understands the law in your state.

Throughout the strike, remember that the goal is two-fold: to work towards a settlement and to soften the effects on the community. Because the effects of a strike are felt long after the teachers return to work and a contract is signed, these efforts cannot stop when the strike does. Parents and citizens can do much to bring divided factions together and direct their attention to the most important issue: the welfare of the children.

A strike is a breakdown of cooperation in running the schools and of the negotiations process. Parent/citizens groups should, however, plan in advance in case the schools are closed. When schools are closed, parents/citizens should do their utmost to soften its effect on children and to urge a prompt settlement. Parent/citizens can do this by keeping the public informed of the contract issues in dispute, by keeping parents informed about school services, by aiding in efforts to keep education going and by providing out-of-school activities for children.

Alternative Forms of Collective Bargaining

When two-party (bilateral) collective bargaining came into use in the public schools about 20 years ago, few could have guessed the effect it would have on the way schools are governed. As they now admit, school boards and administrators were unprepared for negotiations, and were hardly a match for the unions, with their knowledge of collective bargaining techniques. There is now a growing awareness among school officials of the stakes in public sector bargaining and of the issues of control that are involved in school negotiations. Some of the experts who have studied the problem point out that the introduction of the bargaining process gave the board a new role in addition to its traditional one as the representative of the public. It is now a labor manager as well. According to these experts, these roles are incompatible. When the board negotiates, it cannot represent the public interest. This is one of the reasons that parents and citizens have begun to demand a larger role in the bargaining process, one that will assure that their interests are served and that the conduct of school affairs and the control of the schools remain open to public discussion.

A study by the American Association of School Personnel Administrators (AASPA) and published in 1978 concludes that, in spite of disagreement as to whether collective bargaining has been good or bad for the schools, alternatives to it are not likely to emerge in the near future. States that have not enacted collective bargaining laws are likely to do so, and more and more states are likely to include non-professional employees in these laws. Moreover, the trend toward a broader scope of bargaining is likely to continue. Teachers will press for greater job security and control over their professional lives and the adversarial nature of the system which makes a contest out of every negotiation process, will tend to increase the distance between teachers and the

NCCE/35

administrators who represent the school board.

As collective bargaining assumes a larger role in the control and operation of the schools, it becomes more and more important that members of the public seek ways to become involved in it. Alternatives to the present system include trilateral bargaining, in which three equal parties—union, board and public—negotiate a contract; open bargaining, in which the public is permitted to observe the process first hand; and a system of public response, in which demands and post-demand developments are released to the public, which is then given an opportunity to respond to them before agreement is reached. Each of these proposals is to some degree controversial. No school district has adopted the first. The random sampling of districts surveyed by AASPA revealed that fewer than one out of four conduct bargaining sessions that are open to the public. Some districts permit publication of demands, but few consider public reaction to those demands.

Dan Davies, president of the Institute for Responsive Education, and an advocate of citizen participation as "the best counterforce to increased centralization of decision making," reported in January, 1978, that, despite the increased awareness and participation of parents and citizens, very little real power has been transferred to them.

Yet citizen groups across the country have managed to find a place in school negotiations, and more will follow. Here are some of the things that have been done:

- In New York City, the Public Education Association (PEA, 20 W. 40th St., New York, New York 10018) and the United Parents Association (UPA, 95 Madison Ave., New York, New York 10016) formed the Collective Bargaining Task Force which works for better representation of public interests in collective bargaining and for educationally sound contract proposals. The history of the Task Force and its evaluation of alternative models is set forth in one chapter of a book on public participation in collective bargaining that will be available in November 1978 from the Institute for Responsive Education, 704 Commonwealth Avenue, Boston, Massachusetts 02215.
- In California, the passage of the Rodda Act ordering that the public have access to collective bargaining (See Appendix C), provides new opportunities for public involvement. The Infor-

mation Project on Educational Negotiations, which grew out of a project sponsored by the Institute for Responsive Education, has developed a handbook for the use of California citizens. It is available without charge from I.P.E.N., 810 Miranda Green, Palo Alto, California 94306.

- In Rochester, New York, the school board adopted a policy on public involvement that includes the appointment of a citizen as a full working member of the board's negotiating team. The citizen representative, selected from a list prepared by neighborhood and parent groups in the city, reports to these groups and also carries their concerns to the negotiating table.
- In Philadelphia, Pennsylvania, the Parents Union has been watchdog to collective bargaining and has sued the school board—for illegally transferring control over educational policy to the teachers' union. It won a significant victory in the summer of 1978 when the Pennsylvania Supreme Court reversed the lower court's dismissal of its suit and determined that the complaint could properly be heard in the court.

And in a host of other communities, parents and citizens are attending negotiation sessions, discussing demands, evaluating contracts, and opening the bargaining process to public view and examination. Although collective bargaining is historically grounded on a two-party, adversarial model, it can make room for third party interests. Important problems must be solved, however, if that interest is to be represented as an equal in negotiations. Who, other than the board, can be chosen to represent the interests of a public which itself embodies many points of view? Does it harm the legislative plan of school governance and further weaken the board's authority to have the board's constituency recognized as a third adversary at the bargaining table?

Other means for protecting the interests of third parties have been devised which have their roots in an adversary system far older than the one used in labor-management relations. Although the judicial system is grounded in the idea that truth is most likely to emerge and justice most likely to flow from a fairly conducted hearing of adversaries, the system has always made room for the interests of third parties who are affected by a given proceeding. Guardians *ad litem*, for example, are appointed to guard, "during litigation," the interests of minors or incompetents,

and *amicus curiae* are permitted to file briefs and argue issues before the judge as "friends of the court." Neither group is a party to the suit, but both enter the fray and their contributions often have a telling effect on the outcome.

Collective bargaining in the public sector is relatively new, and public involvement in it is even newer. The model for school negotiations is changing to reflect the growing public demand that it respond to the needs and interests of students, parents and citizens. Those who work for greater public involvement *now* will have helped shape a system that in the future will better serve our schools and our society.

APPENDIX A

A SHORT HISTORY OF COLLECTIVE BARGAINING

The story of labor dissatisfaction and industrial strife forms an important chapter in 19th and 20th century American history. Their low wages and bad working conditions led to a revolt by workers, who demanded not only better wages and working conditions but also a voice in the industrial economy on which their livelihoods depended. Eventually, after years of struggle, employers were forced to agree to collective bargaining, a system in which the employer meets with employee representatives to negotiate an agreement on such conditions as wages, work hours, and benefits. In 1935, Congress enacted the National Labor Relations Act (NLRA) which requires that private employers (with certain exceptions) recognize employee representatives and bargain collectively with them. The federal law was intended to restore industrial peace and to allow workers to participate in the decisions affecting their own employment. It also served to increase the unions' political effectiveness and to reduce the employer's ability to control the labor market by controlling labor conditions.

The benefits of collective bargaining were extended to public employees in the federal government in 1962, when President John F. Kennedy signed Executive Order 10988, permitting employees of the federal government to join an employee organization and requiring the employing agency to recognize the representative organization and to negotiate with it an agreement "with respect to personnel policy and practices and matters affecting working conditions." Wages and fringe benefits do not form part of the negotiations because they are set by Congressional action. Other limitations are set on the negotiations which protect the right of agency officials to manage and direct employees.

While public employee organization and bargaining were not unknown before 1962, the issuance of Executive Order 10988 opened the door for state governments to enact laws with respect to collective bargaining for public employees at the state and municipal levels, including employees of the public school systems. At least 35 states have enacted such laws. Although most are patterned on the federal NLRA, they vary enormously in scope and strictness. Public employee organization and collective bargaining exist without statutory sanction in the remaining states. Only one state, North Carolina, expressly prohibits such labor activity in public employment; in another, Virginia, a court has determined that a negotiated agreement is invalid.

As the opportunity for public school employees to organ-

ize and bargain collectively has increased, so have the organizations that represent them. Teachers form the largest group of school employees, and most of them belong to one of the two major national teachers' organizations, both of which are powerful forces in public school labor-management relations. The National Education Association (NEA) has close to two million members, some of them administrators and supervisors, and the American Federation of Teachers (AFT), close to half a million. The NEA began as a professional association, while the origins of the AFT, which belongs to the AFL-CIO, were in the union movement. A recently organized and far smaller group, the National Association of Professional Educators (NAPE), is opposed to compulsory union membership for teachers.

Members of Congress have made several attempts in recent years to enact into law various forms of a National Public Employee Relations Act which would extend the collective bargaining rights of the NLRA to public employees or establish a parallel system of collective bargaining for public employees. The proposed law, which is strongly supported by the NEA and AFT, would grant public employees the right to engage in collective bargaining and in other "concerted activities for mutual aid and protection," essentially, the right to strike. However, a 1976 decision of the Supreme Court, *National League of Cities v. Usery*, cast doubt on the constitutionality of federal control over state public employment relations, and pressure for a federal law has eased.

APPENDIX B

FORM OF TEACHERS' CONTRACT

IMPORTANT NOTE: The following form of contract is illustrative of contracts in many districts. It is not offered as a model, but only to help you understand the importance of your own district contract. The NCCE does not recommend this contract, in whole or in part, and does not take a position on the validity or invalidity of any contract clause. Comments on the clauses have been added, where appropriate, in brackets and italics type.

Preamble

This agreement is made and entered into this ____ day of _____, 19____ by and between the Board of Education of Yourtown, hereinafter called the "board," and the Yourtown Teachers Organization, hereinafter called "Organization."

[The Preamble sets forth the date of the contract, the parties to it, and the names by which the contract refers to them.]

WITNESSETH:

WHEREAS, the Board and the Organization recognize and declare that providing a quality education for the students of Yourtown School District is their primary aim and that the character of such education depends predominantly upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of higher morale among the teaching faculty, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to (Yourstate statute) to negotiate with the Organization as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

[The Witnesseth Clause is unnecessary. It appears because some negotiators like to use language that makes a document look "legal."]

The statements in the recitals, however, while in themselves unenforceable, may provide standards for an arbitrator in determining how the rest of the contract is to be applied. These judgments may appear as here, in a

clause suggested by NEA in its model contract, or may appear in an Article on Principles in the body of the contract.]

Recognition

The Board hereby recognizes the Yourtown Education Organization as the representative for professional negotiations concerning terms and conditions of employment for all certificated personnel in the Yourtown Public Schools.

[The recognition clause is necessary to establish the party with whom the board negotiates. It is important that the unit be clearly defined. Members should have a "community of interest." Many states and districts bar supervisors from being included with the personnel they supervise, because there may be a potential conflict of interest in the relationship. Similarly, confidential employees are excluded because they have access to information that should not be disclosed to the union.]

This recognition agreement between the Yourtown Board of Education and the Yourtown Education Organization will only include teachers, subject chairpersons, counselors, librarians, nurses, coordinators of guidance, psychologists, social workers, speech correctionists, learning disabilities teacher-consultants, and specialists in primary learning, basic skills and reading.

[A recognition clause may also expressly exclude per diem, or temporary employees, and employees on leaves of absence.]

Duration of Agreement

This agreement shall become effective as of _____ and shall continue in effect until _____, the expiration date hereof, subject to the Organization's right to negotiation over a successor agreement as provided herein. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This agreement shall not be modified in full or in part by the parties except by an instrument, in writing, duly executed by both parties.

[This clause provides for the expiration of the contract but not for the extension of its terms if negotiations on the next contract become stalled. In some states, case law has established that the substantive terms of a contract will carry over when the execution of the next contract is delayed.]

[It is standard contract law that an agreement may be modified only by the formality that attended the execution of the original.]

Negotiations of a Successor Agreement

The parties agree to enter into collective bargaining over a successor agreement no later than _____. During negotiations, the parties shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the

Organization for inspection all pertinent public records of the Yountown School District. The Board shall provide the Organization with a tentative line budget for the next fiscal year.

[These provisions may already exist in state law. If not, a well-drafted contract will specify the date on which negotiations will start. Statements governing the conduct of negotiations are probably unnecessary except in those few states where the parties make their own rules. The union has a right to information possessed by the board which is reasonably necessary to enable it to discharge its duty to negotiate on behalf of its members and to represent them in grievance procedures.]

Grievance Procedure

A. DEFINITIONS

1) A grievance is a written claim based on the interpretation, application or violation of policies, agreements, and administrative decisions affecting employees of the school district. It does not include:

- a. The failure or refusal of the Board to renew a contract of a non-tenured employee.
- b. Any claim where a method of review has heretofore been, or hereafter is, established by law, rule, or regulation, by way of appeal to any commissioner, commission, board, agency, or court.
- c. Matters where the Board is prohibited by law, regulation, or decision from acting.
- d. Matters beyond this contract involving the sole discretion of the Board.

[This definition of a grievance is broad and encompasses all but a few of the personnel activities of the school district. A more narrow definition would confine a grievance to "a claim based upon the interpretation, application, or violation of this Agreement."]

2) Aggrieved Person is the person or persons, or Organization, making the claim.

3) Group grievance is a grievance which in the judgment of the Organization affects a group or a class of teachers. The Organization may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level Two. The Organization may process such grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

4) Representative is an individual selected by the aggrieved person to counsel, advise, and represent the aggrieved person. The aggrieved person must be present at all times. A member of the Organization, designated by the Organization, will be present at all levels of the grievance procedure.

5) Organization is the Organization which has been recognized by the employer for purposes of negotiation.

B. PURPOSE

- 1) The purpose of this procedure is to secure, at the

lowest possible level, equitable solutions to the problems which may from time to time arise concerning the welfare or terms and conditions of employment of teachers. Both parties agree that these proceedings will be as informal and confidential as may be appropriate at any level of the procedure.

2) Nothing herein contained shall be construed as limiting the right of any teacher having a complaint to discuss the matter informally with the principal, immediate supervisor and thereafter any appropriate member of the administration, and having the complaint adjusted, provided the adjustment is consistent with terms of the Agreement and that the Organization has been given the opportunity to be present at such adjustment and to state its views.

C. PROCEDURES

Since it is important that grievances be presented as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

D. LEVEL ONE

A teacher with a grievance shall notify the principal or supervisor within 15 school days of the grievance, with the objective of resolving the matter. The principal and/or supervisor shall act on the grievance within 5 school days after the grievance has been delivered.

E. LEVEL TWO

If the grievance is not resolved at Level One, or if no decision has been rendered within 5 school days after the grievance was delivered, the aggrieved person may submit the grievance within 5 school days to the superintendent of schools. The superintendent of schools shall act on the grievance within 15 school days.

F. LEVEL THREE

If the grievance is not resolved at Level Two or if no decision has been rendered within 15 school days after the grievance was delivered to the superintendent of schools, the aggrieved person may within 5 school days submit the grievance to the Board of Education through the superintendent of schools. The Board of Education shall take action on the grievance, and communicate its decision, through the superintendent of schools, to the aggrieved person within 20 school days after the grievance was delivered to the superintendent at Level Three.

G. LEVEL FOUR

1) If the grievance is not resolved or if no decision has been rendered at Level Three, the aggrieved person may within 10 school days request in writing that the Organization submit the grievance to arbitration.

2) If the Organization determines that the grievance is meritorious, it may submit the grievance to arbitration within 20 school days after receipt of a written request by the aggrieved person.

3) Within 10 school days after such written notice of submission to arbitration, the Board and the Organization shall

attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

4) In the event that the parties cannot agree on the arbitrator within 15 school days, or if the arbitrator does not agree to serve, the parties jointly or either one of them may issue a request for a list of arbitrators from the American Arbitration Association. Upon receipt of said list, each party will separately strike the names of the arbitrators whom they find unacceptable and list numerically the names, if any, of the arbitrators whom they would accept.

5) The arbitrator who will ultimately be chosen shall be the one, if any, who appears on both acceptable lists with the lowest average number of placement. In the event that there are no arbitrators that are agreeable to the parties, a new list will be requested and the same procedure will be followed until a satisfactory arbitrator is chosen.

6) The arbitrator so selected shall confer with the representatives of the Board, the aggrieved person, and representatives of the Organization, and hold hearings promptly and shall issue the decision not later than 10 school days from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be advisory and non-binding but may be made available to the public and press without consent of the other parties.

[This grievance procedure does not provide for binding arbitration, but for advisory arbitration, as is appropriate to its broad definition of a grievance.]

In some states, binding arbitration is permitted only when the arbitrator's award does not modify, extend, diminish, or alter the negotiated agreement in any way.

Many boards will not agree to binding arbitration unless the union agrees to a "no strike or work stoppage clause." Similarly, many boards will not agree to binding arbitration if the contract also includes a "just cause" clause.]

7) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Organization. Any other expenses incurred shall be paid by the party incurring same.

H. MISCELLANEOUS

1) All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2) All meetings and hearings under this procedure shall be conducted in private and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.

3) Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the

superintendent and the Organization and given appropriate distribution so as to facilitate operation of the grievance procedure.

4) In case a grievance is filed in the period of less than 10 school days before the end of the school calendar, the grievance will start at level two and will follow the regular procedure thereafter.

Teachers Rights

A. Pursuant to state law, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Organization and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board shall not discriminate against any teacher by reason of membership in the Organization or its affiliates.

B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as the teacher may have under laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

[Paragraphs A and B are superfluous. Employees' rights are assured by the Constitution and by state law, a negotiated agreement can neither guarantee them nor take them away. The phrase, "and other concerted activities for mutual aid and protection," is sometimes interpreted as protecting employees engaged in strikes or other work stoppages.]

By extending the contract to include all "laws and regulations," Paragraph B permits matters to be handled by the union grievance machinery that should be handled by the courts.]

C. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, deprived of any professional advantage, given an adverse evaluation of his professional services, or have an increment withheld without just cause. This statement shall not extend to renewal or nonrenewal of non-tenure teacher contracts. The right of the teacher or the Board under law shall not be abridged or modified by the above statement.

[This is a "just cause" clause. Even if the definition of a grievance is confined to issues arising from the contract, this clause effectively enlarges it to bring any allegedly adverse personnel activity—an unfavorable evaluation, for example—within the grievance procedure and thus makes it subject to hearings and arbitration. In a state where the educational administrative agency hears and decides personnel complaints and disputes, this clause may act to remove such cases from its jurisdiction and expertise and give them to a labor-management group for determination.]

D. The teacher shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Yourtown School District based upon professional judgment of available cri-

teria pertinent to any given subject area or activity for which the teacher is responsible. No grade or evaluation shall be changed without approval of the teacher whose decision is final in cases of referrals.

[This paragraph appears to deprive a student or parent of the opportunity to appeal a grade which may be unfairly or incorrectly awarded. The language of the last sentence is hardly clear: what are referrals? Is the teacher's decision less than final where there are no referrals?]

Organization Rights and Privileges

A. Whenever any representative of the Organization or any teacher participates during working hours in negotiations, grievance proceedings, conferences or meetings, requested or required by the Board, the teacher shall suffer no loss in pay.

B. The Organization may use school facilities and equipment, including typewriters, mimeographing machines, duplicating machines, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Organization shall furnish the supplies and qualified personnel necessary to operate this equipment. A copy of all materials shall be sent to the superintendent. The use of the equipment is limited to school property.

C. The Organization shall have, in each school building, the use of a bulletin board. Copies of all materials to be posted on such bulletin boards shall be given to the principal, but no approval shall be required.

D. The Organization shall have the right to use the inter-school mail facilities and school mail boxes with the knowledge of the building principal and/or superintendent.

E. The Board agrees to furnish to the Organization in response to reasonable requests from time to time pertinent public records.

F. The President of the Organization shall be freed from all non-teaching duties.

G. The Board agrees to deduct dues from salaries of members of the local Organization, as said members so authorize the Board, and to transmit the monies that are so withheld at regular intervals to the Organization.

[The board is usually under no legal duty to supply assistance to the union. Labor law in the private sector has developed the union's right to communicate with its members at the work site. Provisions for additional aid to the union should make it clear that union activities and use of school property and equipment cannot interfere with the educational program.]

Management Rights Clause

It is understood by the parties that under the laws of this state, the Board cannot, and by this agreement does not, waive any rights or powers granted it by such laws. Management of the school district is vested solely in the Board. No action of a capricious or discriminatory nature shall be

taken against any member of the bargaining unit by the Board or its agents.

[The Management Rights Clause states what is already a matter of law. The basic powers and authorities of the school board are not subject to bargaining.]

There is much law governing discrimination by governmental units such as school boards. They can in fact discriminate, but they cannot do so unreasonably or arbitrarily. When a board chooses to renew one teacher's contract but not another's, it discriminates between the two. This clause would appear to make that act a contract violation.]

The Board of the School District reserves to itself sole jurisdiction and authority over matters of policy and management. Those matters of written policy as now recorded, or as amended and recorded during the life of this agreement by the Board of the School District, are expressly acknowledged and accepted by the bargaining agent on behalf of its members as the policy of the School District to which all employees are bound.

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement as established by the rules, regulations and/or policies of the employer in force on said date, shall continue to be applicable during the terms of this agreement; provided, however, that this Savings Clause shall not be construed to diminish the power of the Board to change any policy not affecting wages, hours, terms and conditions of employment.

[This paragraph is a "savings clause" which freezes existing rules and policies of the board. It requires that a proposed change in any rules, even those which are only permissively negotiable, be negotiated with the union. Of course, the board may always change non-negotiable rules and policies, but it must be prepared to negotiate the impact of such changes.]

Days and Hours of Work

A. The in-school work year of teachers employed on a 10-month basis shall not exceed 190 days, and the in-school work year of teachers employed on a 12-month basis shall not exceed 230 days. The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

[Work-year clauses frequently stipulate the same number of work days (for a school year) as are required by state law, leaving no extra days for preparation and planning. Some contracts provide that the school calendar must be reviewed or even approved by the union before it is adopted by the board. In many states, the school calendar—the days when school is in session—is not negotiable.]

B. The teachers' total in-school workday shall consist of not more than 7 hours and 45 minutes (which shall include a duty-free lunch period as guaranteed to teachers under

Section C of this Article), exclusive of such other duties as can be required of teachers by law. Notwithstanding the foregoing, teachers may be excused 1/2 hour after the end of the pupil day, provided that they have first fulfilled all their professional responsibilities, including those assigned by the superintendent, principal, or their designees.

[Hours of work is a negotiable issue. In schools, hours are prescribed with reference to the pupil day. When teacher hours are determined, attention should be given to other employees in the unit (for the sake of convenience, all are called "teachers") who do not perform duties in the classroom or ones that relate to the pupil day. Such employees include, for example, guidance counselors, nurses, and librarians.]

C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, provided they clock out by hours and minutes when leaving and clock in by hour and minutes when returning.

D. Classroom teachers shall have a duty-free lunch period of at least 40 consecutive minutes and a total of not less than 40 minutes for preparation and conferences.

[A clause providing for a preparation period should make clear whether that period may fall within the pupil day, thus requiring a substitute for the classroom teacher.]

E. Teachers shall participate in Parent-Teacher Conferences as scheduled and shall attend no fewer than two Parent-Teacher meetings scheduled for the evening.

[This is an important clause, which parents should press for in a contract.]

Non-Teaching Duties

A. The Board and Organization acknowledge that a teacher's primary responsibility is to teach and that his energies should to the extent possible be utilized to this end. Therefore, they agree as follows:

1) Teachers shall not be required to store books, deliver books to classrooms, or perform custodial functions.

2) Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated at the rate of 15 cents per mile for the use of his own automobile.

3) Teachers shall not be required to supervise cafeterias, sidewalks, playgrounds, buses, or lavatories.

[This clause begins with a statement of philosophy which is not appropriate to a labor contract. Moreover, it is the kind of statement which the board should not make without consulting community representatives. Parents and citizens might well agree with administrators who believe that non-teaching supervision of school children is also a primary responsibility of teachers.]

Generally speaking, in most states the nature of the teacher's duties during school hours when children are present is not a negotiable subject. The assignment of

duties is almost universally recognized as a board prerogative.

When a contract relieves a class of employees from the performance of a duty, those duties obviously fall to others. Parent/citizens should ask if those others are currently on the school district payroll or whether they must be hired.]

B. In the event of an emergency teachers shall do all such things and perform all such duties as may reasonably be required of them by the Board or any of its agents, notwithstanding anything in this article or elsewhere to the contrary.

Class Size

The maximum number of pupils per teacher shall be as follows:

- | | |
|------------------------------|--------------|
| 1. Elementary levels | _____ pupils |
| 2. Secondary levels | _____ pupils |
| 3. Special education classes | _____ pupils |

Exceptions to these limits shall be made only when necessary and in the best interests of the educational process; notice of such exceptions shall be given to the Organization. Any disagreement thereof shall be subject to the grievance procedure and initiated at Level Two.

[Some class size clauses are quite detailed. Some do not restrict class size, but require the board "to make every effort to reduce class size" in which case the board is bound to do just that.]

Some contracts calculate class size by means of a weighted formula which takes into account pupils requiring extra attention. For example, a "normal" student may count as 1, a slow learner as 1.5, and one who presents a chronic disciplinary problem as 2. Where districts apply this formula, parents should ask by what measures pupils are weighted. If the weighting process corresponds to classification of the handicapped or developmentally disabled, it may be covered by federal and state law, and parental due process may be insured by those laws. An informal process, however, may be accompanied by no such safeguards for the pupil or his or her parent.]

Teacher Evaluation Reports

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

[The right to evaluate employees lies exclusively with management. The procedures by which they are evaluated, however, are negotiable.]

B. A teacher shall be given a copy of any class-visit or evaluation report prepared by his evaluators at least one day before any conference to discuss it.

C. Complaints regarding a teacher made to any member of the administration by any parent or student shall be communicated to the teacher involved without delay. The

teacher may thereupon request a conference with the complainant and if the complainant is willing to attend such a conference, one shall be scheduled by the administrator involved. The teacher, at such conference, shall be given a full opportunity to respond to the complaint.

[Parent/citizens have a particular interest in this paragraph, because it governs the handling of any complaint "made by a parent or a student." As it stands, the paragraph only permits a complaint to be heard by the administrator and the teacher. It does not provide for a determination by the administrator or for an appeal of his or her decision to a higher authority. As compared to the teachers' grievance procedure, parents' and students' complaints are accorded virtually no procedural safeguards.]

D No material derogatory to a teacher's conduct, service, character, or personality, and no written memorandum relating to a complaint against any teacher or the resolution thereof, shall be placed in a teacher's personal file unless the teacher has an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the superintendent or his designee and attached to the file copy.

Student Discipline

A. STUDENT BEHAVIOR COMMITTEE

A joint Student Behavior Committee (consisting of ____ members appointed by the superintendent and ____ members appointed by the Organization) shall be established to develop appropriate guidelines to be used by teachers in handling disruptive students and to develop constructive programs for disruptive students whose presence in regular classes represents unusual problems for the regular learning process.

[In most states student discipline is not a negotiable subject. In those few states which require that it be negotiated, these paragraphs (from the NEA model contract) may well be on the bargaining table.]

Parents and students would be valuable contributing members of the committee described here.]

B. DISRUPTIVE STUDENTS

When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him to the principal. In such cases the principal shall arrange as soon as possible, and under normal circumstances not later than the conclusion of the following school day, a conference among himself, the teacher, and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps

for its resolution. If the teacher in question objects to the proposed readmission of said student to the classroom, the matter shall, within 24 hours after the decision by the principal, be referred to an ad hoc committee consisting of two members appointed by the principal, two members appointed by the teacher, and a fifth member, who shall act as chairman, appointed by the other 4 members. Said committee shall consult with the teacher, the principal, and other appropriate professional and/or lay persons, including the student's parents and/or guardians, and shall render a final decision in the matter within (number) days after the conclusion of such consultation.

[Paragraph B poses serious problems of procedural due process. It permits a teacher, on her or his own initiative, to exclude a student from the classroom for an undesignated period of time. Even an in-school suspension warrants some procedural safeguards. The clause makes absolutely no provision for the minimal due process step of permitting the student to be heard in defense as soon as is reasonably possible. All states, whatever their laws on suspension and expulsion, are bound to this minimal requirement by the United States Supreme Court decision in Goss vs. Lopez, and many states go far beyond that decision to guarantee student due process. Moreover, the clause does not permit a hearing for parents ("consult with" is not the same as "permit to be heard"), nor does it permit an appeal to the Board of Education from the "final decision" of the ad hoc committee.]

Personal and Academic Freedom

The personal life of a teacher is not an appropriate concern for attention of the Board except as it may prevent the teacher from performing properly assigned functions.

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law.

[First Amendment guarantees of freedom of expression, association, and religion already protect the teacher against infringement on his or her personal life.]

The Board and the Organization agree that academic freedom is essential to the fulfillment of the purposes of this school district, and they acknowledge the fundamental need to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions.

[Statements regarding academic freedom concern philosophical issues more appropriately considered by the board and the community. Curriculum content is almost invariably a board prerogative; academic freedom cannot be so exercised that it substantively alters curriculum.]

Teachers shall be guaranteed freedom in classroom presentations and discussions and may introduce material

which is politically, religiously, or otherwise controversial, provided that said material is relevant to the course content.

[The use of controversial materials in the classroom is one of the most sensitive issues in education. Parents and citizens should be permitted a channel for the expression of their views on teaching materials. Board policy, not the labor contract, should contain such a complaint procedure, but the contract should recognize its existence.]

No Lockout-No Strike

A. Each teacher covered by this agreement agrees faithfully to do and perform all duties and obligations under the terms and conditions of employment contained herein and to observe the rules, regulations, policies and procedures prescribed by the Board.

B. There shall be no strike, slowdown, mass resignation, refusal to work, or any other act which constitutes a complete or partial work stoppage, or which disrupts the educational process of the member school in any way, on the part of one or more teachers, and/or on the part of the Organization or its representatives. Correspondingly, the School District agrees, at once and henceforth, that it shall not conduct, or cause to be conducted, any lockout.

[A few states permit strikes, ordinarily when negotiations have ceased and attempts to resolve the impasse have failed. In such states, and in states which do not expressly either prohibit or permit strikes, this "no lockout-no strike" clause is of value. Where state law specifically makes a strike or other work stoppage illegal and imposes penalties for striking, it is doubtful that this clause will work more effectively than law.]

C. There shall be no concerted action by individual teachers and/or by the Organization or its representatives, in an effort to alter, enforce, or delete any term or condition of this agreement during the life of this agreement.

[Some "no strike" clauses may also prohibit "blacklisting." This is a sanction, short of work stoppage, in which the union's national organization discourages its members from accepting employment in the affected district.]

Sick Leave

A. All teachers on the school staff shall be entitled to ten sick leave days each school year with pay as of the first official day of said school year, whether or not they report for duty on that day. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.

[State statute ordinarily provides a minimum number of annual paid sick leave days. The number for 10-month and 12-month employees may differ, and the union may negotiate additional days over the minimum. Some contracts provide for transfer of accumulated sick leave days from prior employment in another district.]

B The Board, through administrative channels, reserves the right to have the reason(s) for absence due to illness validated by medical evidence.

C All employees will be given a written accounting of accumulated sick leave days of each school year. Current district personnel records will stand as the accurate accounting of accumulated sick leave days unless the individual concerned can present validated evidence to the contrary. Employees will be given a written accounting of sick leave days before the last working day in October of each year.

[Unless the state statute or case law permits, sick leave should not be used for any reason other than employee disability. An excessive number of days should not be permitted. When sick leave days cannot be accumulated, employees are encouraged to take off all the days to which they are entitled. But unlimited accumulation could, in a few years, permit an employee to remain out of school with pay for a considerable portion of the school year. In many states the board can grant additional sick leave to employees burdened with long illness; in these states unlimited accumulation is not necessary.]

Some contracts permit employees to "trade in" accumulated sick leave days for a bonus at retirement. Some courts have held this to be an impermissible grant of public money; others have accepted it.]

Temporary Leaves of Absence

A All employees employed by the Board shall be granted the following temporary leaves of absence:

1) Up to five days for death in the immediate family, i.e., father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, or any member within the immediate household.

2) Up to three days for serious illness in the immediate family, members as listed above.

3) Up to a total of four days during the year for matters of an emergency nature which cannot be handled outside of school hours. Said emergencies would include death of a relative or close friend or religious holidays. One day under this item need not state a reason.

[This clause provides for occasional days of absence with pay for such compelling reasons as family deaths, illness, and observance of religious holidays. The family unit should be well-defined. The more permissive the reasons for temporary leaves, the more likely it is that they will be taken.]

Some contracts prohibit—except for such unavoidable reasons as a family funeral—taking a temporary leave day on the day immediately preceding or following a weekend, school vacation, or religious holiday.]

B Approval for temporary leave requests under items no. 2 and no. 3 must be received from the Superintendent of Schools, and such approval shall not unreasonably be with-

held.

C. All requests for temporary leaves of absence must be presented in writing, through the building principal or immediate supervisor, to the Superintendent of Schools prior to the requested leave, except in time of emergency when the request must then be submitted to the Superintendent no later than 3 school days after the return from the leave.

D. Employees on a part-time contract shall receive prorated benefits.

Health Insurance

A. The Board shall provide Blue Cross-Blue Shield insurance coverage and pay the full premium for coverage under the 750 Series of the Blue Cross-Blue Shield Hospitalization Plan at the 1977-78 rate for family, husband/wife, parent/child or single coverage including Rider J, as so designated by each employee and 1/2 of the difference between the 1977-78 premium cost for the 750 Series and the 1977-78 premium cost for the Blue Shield Prevailing Fee Plan. Effective July 1, 1978, the Board will pay the full premium for the Blue Shield Prevailing Fee Plan.

B. The Board shall pay the full premium for Major Medical Insurance coverage for each employee of the Board of Education.

[Health insurance is a fringe benefit, and clearly a negotiable issue. The contract should clearly specify the extent of the coverage, the family members who are covered, and what portion, if any, of the premium will be paid by the employee.]

Some districts have negotiated contracts in which employees are covered by dental insurance as well as medical.

In most states, retirement benefits are provided through employee membership in a state plan for retirement pensions. The accumulated pension funds for state and local employees are enormous and their investment and management a heavy responsibility, best undertaken at the state level. Accordingly, state law governs contribution to the pension fund, vesting of funds in employees, and eligibility for pension payments, and retirement benefits are therefore not negotiable.]

Compensation

The basic salaries of employees covered by this agreement are accurately reflected in attached Appendices, made a part of this agreement, and the parties agree that the three schedules of wages and salaries set forth in attached Appendices shall be the schedules which shall remain in force for the period of this agreement.

[The salary schedule, with provisions for supplemental (extra-curricular) compensation, is ordinarily an Appendix to the contract. The schedule is commonly presented in columns representing the employee's educational preparation (bachelor's degree, master's degree, master's

degree plus 30 credit hours, and so forth) and rows representing each year of the employee's experience. Experience may include both prior employment in the same or related fields and military service; such employment or service may be given credit on a year-for-year basis or prorated. Initial placement may be individually negotiated at time of hiring, thereafter, with each year of experience in the district, the employee will move one vertical step.

Any increase in salary is an increment. Even if salaries were not increased in negotiations, the employee would automatically receive an increment annually merely by advancing one step in experience. An additional increment is provided when a salary raise is negotiated, affecting salaries "across the schedule."

Some contracts provide that the board may withhold an increment as a disciplinary measure. This means that the employee will be frozen at one step for two years. It may also mean that she or he will be denied the advantage of the negotiated increase as well.

The contract may provide a longevity increment, in addition to other increments, to employees who have served a specified number of years in the school district.

The compensation clause will frequently include the days on which employees will be paid and may provide for a summer payment plan whereby an amount is deducted from the monthly salary and the accumulated funds paid out in the summer.]

APPENDIX C

STATE STATUTES GOVERNING PUBLIC EMPLOYEE COLLECTIVE BARGAINING ACCURATE AND COMPLETE THROUGH JULY 1,1978

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
ALABAMA Public Employment Relations Act, Ala. Code 73-166-653	Certified employees; professional assistants, principals, teachers	City and county boards of education must consult with employee organizations before adopting rules and regulations. Board does not have to agree to employee proposals.		Not provided	Strikes banned for fire-fighters; court has determined no public employees have constitutional right to strike.		Boards must also consult with interested citizens
ALASKA Public Employment Relations Act, Alaska Stat. 14.20.550.	Certified employees, certified administrators in separate units	Contract must include grievance procedure with binding arbitration	Matters pertaining to employment and the fulfillment of professional duties. Legal rights of board are preserved.	Mediation by U.S. Federal Mediation and Conciliation Service		State Personnel Board, Pouch C, Juneau, Alaska 99801, (907) 586-6500, Department of Labor, P.O. Box 1149, Juneau, Alaska 99801, (907) 586-6500	

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
ARIZONA							
There is no state statute governing collective bargaining for public employees. Court rulings and opinions of the Attorney General establish that public employees' right to join unions or employee organizations is guaranteed by their First Amendment freedom of expression. Public employer cannot share power to set hours and wages with unions. City of Phoenix has enacted Employer-Employee Relations Ordinance for city employees.						Phoenix Employee Relations Board, 17 South 2nd Avenue, Room 101, Phoenix, Arizona 85003, (602) 262-4081	
ARKANSAS							
There is no statute governing employee organization. Collective bargaining is permitted but the public employer has no duty to bargain. Constitution prohibits strikes.							
CALIFORNIA							
State Employer-Employee Relations Act, Cal. Lab. Code 3540. (Rodda Act)	Certified and classified personnel, excluding management. Supervisory personnel must be represented separately.	Negotiations must begin early to permit agreement before budget adoption. Parties must bargain agreement, consult on educational objectives, curriculum content, textbook selection. Grievance procedure may include binding arbitration. If advisory not provided, binding will be assumed.	Wages, hours of employment, other terms and conditions of employment, health and welfare benefits, leave and transfer policies, safety conditions, class size, evaluation procedures, organizational security, grievance procedures.	No provision	No provision	Public Employment Relations Board, 923 Twelfth Street, Suite 201, Sacramento, California 95814, (916) 322-3088	Initial and subsequent proposals must be presented at public meeting, are public records. Negotiations cannot begin until public has had opportunity to study proposals and express opinion on them to board. Public must be informed of issues being negotiated, have opportunity to express views, and know positions of elected representatives.

COLORADO

There is no state statute governing public employee collective bargaining. The Colorado Supreme Court ruled in 1976 that the school board's part in collective bargaining is not an unlawful delegation of power, but binding arbitration is.

CONNECTICUT

Acts Governing Collective Bargaining by Teachers, Conn. Gen. Stat. 10-153-a

Teachers' unit, administrator's unit

Negotiations must begin 180 days before budget submission.

Salaries and other conditions of employment. Courts include teacher load, class size, payment for extracurricular duties.

Mediation, advisory arbitration, resumption of negotiation.

Strikes or concerted refusal to render services prohibited.

State Board of Labor, 200 Folly Brook Boulevard, Wethersfield, Connecticut 06109, (203) 566-4398

Signed contract is filed and public notice given of filing. Contract may be renegotiated within 30 days

DELAWARE

Collective Bargaining by Public School Teachers, Del. Code Ann. 14, 4001

Certified employees, excluding supervisory and staff administrative and support personnel

Bargain contract for two years' duration. Contract cannot be reopened during that time. Written agreement not required. Binding arbitration prohibited for teachers.

Wages, salaries, hours, vacation, sick leave, grievance procedure, other conditions of employment. Courts include physical condition of school building, heat, lighting, sanitation, food processing.

Mediation, which may include fact-finding.

Strikes, or unexcused absences, prohibited. Unit recognition and dues deduction privilege revoked for violation by union.

State Department of Public Instruction, Townsend Building, Dover, Delaware 19901, (302) 678-4601

Collective Bargaining for Public Employees, Del. Code Ann. 19, 1301

All other certified employees

Written agreement

Employer relations, salaries, hours, vacations, sick leave, grievance procedure, other terms and conditions of employment

State mediation and arbitration service.

Strikes prohibited.

Department of Labor and Industrial Relations, 618 North Union Street, Wilmington, Delaware 19805, (302) 571-2877

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
DISTRICT OF COLUMBIA Rules of the Board of Education	All employees, except Superintendent and employees with managerial responsibility. Superintendent determines units.	Employee representative must negotiate binding agreement with Board. May include grievance procedure.	Personnel policies and practices; matters affecting working conditions.	Mediation, fact-finding and arbitration.	Strikes prohibited; employee violation may be subject to disciplinary penalties and punishment.	Board of Labor Relations, 1010 Vermont Avenue, NW, Suite 821, Washington, D.C. 20005, (202) 727-1822	
FLORIDA Public Employee Relations Act, Fla. Stat. 447.201	All professional and classified employees.	Negotiate written agreement, maximum three years' duration; may not be reopened.	Wages, hours, terms and conditions of employment. PERC includes school calendar, class size, leave and retirement, lunch duty, extra time duty, transfer procedures.	Mediation or special master for fact-finding. Government body may hold hearings and legislate settlement.	Strikes prohibited.	Public Employees Relations Commission, 2003 Apalachee Parkway, Suite 300, Tallahassee, Florida, 32301 (904) 488-8641	All collective bargaining sessions subject to law requiring open public meetings, except meetings between Superintendent and board after impasse and fact finding public meeting at which positions of parties are explained must be held.
GEORGIA State statute governs mediation for firefighters					Strikes of public employees are prohibited.	Department of Labor, Employment Security Agency, 254 Washington Street, SW, Atlanta, Georgia 30334, (404) 656-3011	

HAWAII

Public Employees Act,
Hawaii Rev. Stat. 89-
1

All employees except
top level administrative
or managerial.

Negotiate written
agreement to expire on
June 30 of odd-num-
bered years. Grievance
procedure to binding
arbitration must be in
contract

Wages, hours, other
terms and conditions
of employment.
Employees may meet
and confer on other
matters affecting
employer-employee
relations.

Mediation, fact-finding,
binding arbitration.

Strikes permitted,
except where arbitra-
tion is binding, 60
days after impasse
proceedings have ter-
minated.

Public Employment
Relations Board,
Second Floor, 550
Halekauwila Street,
Honolulu, Hawaii
96813, (808) 548-
6267

Proceedings pursuant to H.S.
377-9 are open to public.

IDAHO

Collective Bargaining
by teachers, Idaho
Code 33-1271

All certified employees,
but Superintendent,
principals, supervisors
may be excluded.

Meet and confer

Matters and condi-
tions specified in
agreement. Necessary
action of Board
reserved.

Mediation, fact-finding

No reference to
strikes.

State Superintendent
of Public Instruction,
Len B. Jordan Office
Building, Boise, Idaho
83720, (208) 384-
3300

Records of negotiated pro-
ceedings are public re-
cords, must be preserved.
Ratification of final offer
must be made in open
public meeting.

ILLINOIS

Executive Order No. 6
Public Employee
Bargaining

All employees whose
vouchers are subject to
approval by Depart-
ment of Finance,
except supervisors,
managers, emergency
and temporary
employees.

Parties must reduce
agreement to writing.

Wages, hours, other
terms and conditions
so far as may be
appropriate and
allowable under
applicable laws.

Mediation, resort to
Advisory State
Impasse Resolution
Board.

No provision.

Office of Collective
Bargaining, 525 W.
Jefferson, Room 200,
Springfield, Illinois
62702, (217) 782-
3223

INDIANA

Collective Bargaining
by Certificated Public

Certified employees,
excluding supervisors.

Parties must begin
negotiations 180 days

Salary, wages, hours,
and salary and wage-

Mediation, fact-finding.

Strikes are prohibi-
Penalties: loss of dues

Education Employ-
ment Relations Board,

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
Employees, Ind. Code 20, 75		before budget submission. Must include grievance procedure with binding arbitration; provided arbitration does not amend, add to, subtract from, or supplement contract.	related benefits. Parties shall confer on and may negotiate other working conditions, curriculum, textbook selection, teaching methods, assignment or promotion of personnel, student discipline, pupil-teacher ratio, class size, budget appropriations.		deduction privilege; no pay for strike days, no extra day's work (School calendar may be waived to permit shorter year.)	9247 North Meridian St., Suite 260, Indianapolis, Indiana 46260. (317) 844-4161	
IOWA Public Employment Relations Act, L. 1974, S.F. 531	All employees except chief executive officer and supervisors.	Grievance procedure must be negotiated; may include binding arbitration provided award does not amend terms, conditions or applications of contract.	Wages, hours, vacations, insurance, holidays, leaves of absence, shift differentials, overtime pay, supplemental pay, seniority, transfer provisions, job classifications, health and safety, evaluation procedures, staff reduction, in-service training and other matters mutually agreed upon.	Must be negotiated. If no agreement, mediation, fact-finding, binding arbitration.	Strikes, picketing, lockouts are prohibited.	Public Employment Relations Board, 507 10th Street, Des Moines, Iowa 50309. (515) 281-4414	Negotiation sessions, deliberative meetings are closed, but arbitration hearings are public. Terms of proposed agreements must be made public.

KANSAS

Collective bargaining
by Professional
Employees Act, Kan
Stat Ann. 72-5413

Professional
employees, including
administrators.

Grievance procedure
may include binding
arbitration.

Terms and conditions
of professional service
(salaries and wages,
hours and amounts of
work, vacation
allowance, holidays,
sick leave, other leave,
retirement insurance,
overtime pay, wearing
apparel, jury duty,
grievance procedure,
resignations, term of
contract, matters
which have a greater
impact on the
employee than on the
operation of the school
system.)

Impasse must be
found by district court,
mediation, fact-finding.

Lockout, strike, picketing
prohibited.

Department of Human
Resources, Public
Employee Relations
Board, 535 Kansas,
Room 1102, Topeka,
Kansas 66603, (913)
296-3170

Meetings between parties
subject to Open Public
Meetings Act except for
mediation and fact-finding.
Report of fact-finding board
may be made public by
either party no later than 17
days after release by board.

KENTUCKY

State statute permits collective bargaining for firefighters and police only. A 1975 opinion of the Attorney General states that boards have no obligation to bargain and teachers have no right to strike.

State Labor Relations
Board, Capitol Plaza
Office Tower, Frankfort,
Kentucky 40601, (502)
564-4912

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
LOUISIANA							
There is no statutory provision for public employee collective bargaining.							
MAINE							
Public Municipal Employees Labor Relations Act, Me. Rev Stat. Ann. 26. 961	All employees except Superintendent, assistant superintendent, temporary and probationary employees.	Negotiations must begin 120 days before conclusion of current operating budget. Written agreement for not more than three years, must include negotiation on educational policies.	Wages, hours, working conditions, and contract, grievance procedure with arbitration.	Mediation, fact-finding arbitration which may be binding on certain subjects.	Slowdown, strikes, blacklisting of public employers is prohibited.	Labor Relations Board, State Office Building, Augusta, Maine 04333, (207) 289-2016	Arbitration determinations may be made public.
MARYLAND							
Labor Relations Act for Certificated Teachers, Md. Ann. Code 77. 160	Professional employees except Superintendent and negotiating administrators.	Negotiation to written agreement. May include binding arbitration or grievance procedure on negotiated terms.	Salaries, wages, hours and other working conditions.	State Board of Education acts as mediator.	Strikes prohibited. For violation, union loses exclusive right of representation for two years, dues deduction privilege for one year.	State Board of Education, P.O. Box 8717, Baltimore-Washington International Airport, Baltimore, Maryland 21240, (301) 796-8300	
Labor Relations Act for Noncertified School Employees (substantially same terms as above)	All non-professional employees.						

MASSACHUSETTS

Collective Bargaining
by Public Employees,
1974 Mass. Acts ch
150-E

All employees, profes-
sional and classified,
except managerial

Written contract for not
more than three years'
duration. Contract may
have grievance pro-
cedure with binding
arbitration. If not, it may
be ordered by Com-
missioner.

Wages, hours, other
terms and conditions
of employment. Court
includes class size
and teaching hours.

Mediation, fact-find-
ing.

Strikes prohibited.

Labor Relations Com-
mission, 1604 Leverett
Saltonstall Building,
100 Cambridge Street,
Boston, Massachusetts
02202, (617) 727-
3509, Board of Con-
ciliation and Arbitration,
100 Cambridge Street,
Boston, Massachusetts
02202, (617) 727-
3470

MICHIGAN

Public Employment
Relations Act, Mich.
Comp. Laws,
423.201

All employees, super-
visors in separate unit.

Agreement shall be
written if either party
requests.

Wages, hours, other
terms and conditions.
Parties may meet and
confer on other educa-
tional issues.

Mediation.

Strikes prohibited.

Employment Relations
Commission, State of
Michigan, Plaza Build-
ing, 14th Floor, 1200
Sixth Ave., Detroit,
Michigan 48226, (313)
256-3540

MINNESOTA

Public Employment
Labor Relations Act,
Minn. Stat. 179.61

All employees,
teachers, supervisors
may form separate unit.

Written agreement for
not more than three
years. Grievance pro-
cedure must be
bargained, binding
arbitration.

Terms and conditions
of employment (hours,
compensation includ-
ing fringe benefits,
personnel policies
affecting conditions).
Educational policies
expressly reserved.

Mediation, arbitration.

Strikes prohibited. Pay
withheld every day of
strike, employee
placed on probation
two years for violation.

Public Employment
Relations Board, Room
598, Space Center
Building,

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
Law does not grant right to strike State Board of Mediation, 207 Adams Street, Jefferson City, Missouri 65101, (314) 751-3614							
MONTANA							
Public Employee Bargaining Law, Mont. Rev. Codes Ann. 59-1601	All employees, except professionals and paraprofessionals	Written agreement, must include grievance procedure with final and binding arbitration.	Wages, hours, fringe benefits, other conditions of employment.	Fact-finding, final and binding arbitration.		Board of Personnel Appeals, 1417 Helena Avenue, Helena, Montana 59601, (406) 449-2890	
Professional Negotiations Act for Teachers, Mont. Rev. Codes Ann. 75-6115	All certified employees, except chief administrative officers.	Written contract for duration not more than two years.	Salary, hours, other terms of employment.	Fact-finding by State Committee.	Strikes prohibited. Salary loss, dismissal for employee violation.		
NEBRASKA							
Teachers' Professional Negotiations Act, Nev. Rev. Stat. 79-1287	Certified employees in Class III, IV, V districts.	Written contract if agreement is reached. Local board adopts rules for administration of negotiations.	All matters in employment relations. Parties may meet and confer, unless union wins election, then board must negotiate mandatory subjects (salary schedule, leave, dues, dress code, school calendars, noon duty).	Fact-finding, non-binding report.	Strikes prohibited.	Court of Industrial Relations, P.O. Box 94864, 301 Centennial Mall South, Lincoln, Nebraska 68509, (402) 471-2934	
NEVADA							
Local Government Employee-Manager	Professional and classified employees. If	Written agreement, may be suspended in	Salary or wage rates, sick leave, vacation	Fact-finding, final and binding arbitration.	Strikes are illegal. For violation, employee	Local Government Employee-Manager	

ment Relations Act,
Nev. Rev. Stat.
288.010

five or more in district, emergency
administrators must be
in separate unit.

leave, holidays, other
paid or nonpaid
leaves, insurance,
hours and days of
work, discharge and
discipline procedures,
recognition,
employees in unit,
dues deduction, no-
strike provision, griev-
ance, savings, duration
of contract, teacher
preparation, reduction
in force. All other mat-
ters reserved to
employer.

may be discharged,
have salary withheld,
organization may be
fined.

ment Relations Board,
Bradley Building, Suite
201, 2501 East Sahara
Ave., Las Vegas,
Nevada 89158, (702)
385-0291

NEW HAMPSHIRE

Public Employee
Labor Relations Law,
N.H. Rev. Stat. Ann.
273-A:1

Teachers, except
superintendent, assis-
tant superintendent,
principals.

Written agreement
must include grievance
procedure. Cost items
approved by
legislature.

Wages, hours, other
conditions of employ-
ment, other than
managerial policy
within exclusive pre-
rogative of public
employer.

Mediation, fact find-
ing, non-binding
arbitration.

Strikes prohibited.

Public Employee Labor
Relations Board, Pine
Inn Plaza, Bldg. 2, 117
Manchester Street,
Concord, New
Hampshire 03301

Fact finders' findings and
recommendations may be
made public after negotiat-
ing teams have considered
them for 10 days. Docu-
ments and rec-
ords of board are public re-
cords.

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
NEW JERSEY							
Employer-Employee Relations Act, N.J.S.A. 34:13A-1	All employees, except Superintendent. Supervisors must be in separate unit.	Written agreement must include grievance procedure, may include binding arbitration.	Terms and conditions of employment	Mediation, fact finding and arbitration, if parties agree.	No provisions for strikes.	Public Employment Relations Commission, Labor and Industry Building, John Fitch Plaza, P.O. Box 2209, Trenton, New Jersey 08625, (609) 292-6780	Legislative policy in statute requires "interests and rights of consumers and people of the State, while not direct parties thereto, should always be considered, respected and protected."
NEW MEXICO							
There is no statute governing public employee collective bargaining. New Mexico State Personnel Board regulations govern limited bargaining for state employees in classified service. Opinion of the Attorney General establishes limited collective bargaining for public employees and teachers.						State Personnel Board, 130 South Capitol, Santa Fe, New Mexico, (505) 827-5201	
NEW YORK							
Public Employees Fair Employment Act (Taylor Act) N.Y. Lab. Law 200-214	All professional and classified, except managerial.	Written contract, must include grievance procedure.	Salaries, wages, hours, agency shop deductions, other terms and conditions of employment, administration of grievance.	Parties will develop procedures for resolution. Mediation and fact-finding available, may include arbitration.	Strikes prohibited. Salary loss for violation.	Public Employment Relations Board, 50 Wolf Road, Albany, New York 12205, (518) 457-2854, New York City Employees, Office of Collective Bargaining, 250 Broadway, New York, New York 10007, (212) 566-3128	Mediator and fact-finder appointed by Mediation Board must be representatives of public. Fact-finder board has power to make public recommendation for dispute resolution. They shall be made public five days after transmittal to parties.

NORTH CAROLINA

N.C. Gen. Stat. 92-97-100 provides that agreements between labor unions representing employees and units of government are prohibited.

NORTH DAKOTA

Teacher Collective Bargaining Act, N.D. Cent. Code 15-38-101

All public school employees certified and employed primarily as classroom teachers, and administrators

Written agreement if either party requires. Grievance procedure may include binding arbitration

Terms and conditions of employment and employee-employer relations including, but not limited to, salary, hours, other terms and conditions. Negotiations may not contravene, abrogate or diminish powers of board

Parties may determine. Mediation, fact finding

Strikes prohibited. Teacher may be denied wages for strike period

Education Fact Finding Commission, 502 East Central, Bismarck, North Dakota 58501, (701) 224-3129

Recommendations of fact-finder, other during impasse must be made public 10 days after transmittal to parties

OHIO

There is no state statute governing public employee collective bargaining. Courts have recognized the right of public employees to bargain collectively. School boards have discretionary right to negotiate and enter into collective bargaining agreement. The Ferguson Act (Strikes by Public Employees, O.R.C. 4117.01) prohibits strikes and provides that striking employees are deemed to have abandoned employment.

OKLAHOMA

Teacher Collective Bargaining, Okla. Stat. 70-509.1

Certified public school teachers, in districts with average daily attendance of 35,000 or more, principals are separate unit.

Parties must negotiate toward settlement

Items affecting the performance of professional services

As developed by parties, or by fact-finding committee

Strikes are illegal. Wage loss and revocation unit representation for violations

Public Employee Relations Board, 556 W. Street, First National Center, Oklahoma City, Oklahoma 73102 (405) 235-3331

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
OREGON Collective Bargaining in Public Employment Law, Or Rev. Stat. 650-782	All public employees, professional and classified	Collective bargaining, grievance procedure permissible, may include binding arbitration.	Salaries, benefits, hours, terms and conditions. Educational policy is permissive subject.	Mediation, fact finding. Parties may resort to binding arbitration.	Strikes permitted by exclusive representative if binding arbitration not provided for in contract and strike does not violate public well-being	Employment Relations Board, 402 Capital Tower Building, Salem, Oregon 97310, (503) 376-3807	Students in higher education may send representative to university faculty negotiations, to read all papers, make comments on subjects.
PENNSYLVANIA Public Employee Relations Act, Penn. Stat. Ann. 430, 1101-101	All employees of school district	Written agreement, parts of which may require legislative approval. Grievance procedure must be bargained and must include binding arbitration.	Wages, hours and other terms and conditions of employment, including their impact, or negotiation of agreement or question arising thereunder. Managerial functions in areas of discretion and policy reserved.	Mediation, fact finding. Parties may choose binding arbitration, except for parts of contract requiring legislative approval	Strikes prohibited when bargaining or impasse resolution is pending. Thereafter, strikes are prohibited only when strike presents clear and present danger or threat to health, safety, or welfare of public. Loss of salary for strike period	Labor Relations Board, 1617 Labor and Industry Building, 7th and Foster, Harrisburg, Pennsylvania 17120, (717) 787-1091	Findings and recommendations of fact-finding panel shall be publicized within 10 days after notification of parties. Conflict of Interest - No person who is member of same organization as representative or has interest in outcome can participate in the collective bargaining process for the school board, but can vote to ratify contract.

RHODE ISLAND

School Teachers
Arbitration Act, R.I.
Gen. Laws, 28-93-1

Certified public school
teachers, excluding
superintendent, prin-
cipals, assistant prin-
cipals

Collective bargaining

Hours, salary, working
conditions, and other
terms of professional
employment

Mediation, conciliation
may be requested by
either party. Arbitration
is binding on all mat-
ters not requiring
expenditure of money

Act does not permit
strikes

Labor Relations Board,
235 Promenade Street,
Room 132, Providence,
Rhode Island 02908,
(401) 831-6850

Decision of arbitrators is
made public

Municipal Employees
Arbitration Act, R.I.
Gen. Laws, 28-94-1

All other employees of
school board

Collective bargaining

Hours, salary, working
conditions, and all
other terms and condi-
tions of employment

Mediation, conciliation,
binding arbitration as
above

Strikes are prohibited

SOUTH CAROLINA

There is no state statute governing public employee collective bargaining. State Employee Grievance Procedure, S.C. Code 1-49-16 provides a grievance procedure for school employees.

SOUTH DAKOTA

Public Employee
Negotiation Law, S.D.
Comp. Laws Ann. 3-
18-1

All school employees,
including elementary
and secondary
administrators

Written contract. Griev-
ance procedure is pro-
vided by board. Con-
tract approved by
legislature

Rates of pay, wages,
hours of employment
or other conditions of
employment

Mediation

Strikes are prohibited

Department of Labor
and Management
Relations, Foss Office
Building, Room 425,
Pierre, South Dakota
57501, (605) 224-
3681

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
TENNESSEE Education Professional Negotiations Act, 1978 Tenn. Pub. Acts, C-570	Certified public school employees, excluding management personnel.	Written memorandum of agreement for duration of not more than three years. Grievance procedure may include binding arbitration.	Salaries or wages, grievance procedure, insurance, fringe benefits, working conditions, leaves, student discipline procedures, payroll deductions. All other terms and conditions are permissive.	Federal Mediation and Conciliation Service, or mediation, fact-finding, advisory arbitration.	Strikes are illegal. Employees may be dismissed or forfeit tenure for violation.		Arbitrator may in his discretion make findings and recommendations public, or either party may do so if no agreement is reached within 10 days of release of records.

TEXAS

There is no comprehensive public employment collective bargaining statute. The following laws govern: Tex. Lab. Code Ann. 13.217: certificated teacher has right to join organization; Tex. Lab. Code Ann. 13.216: Strikes are prohibited; certificated teacher who strikes shall be suspended by the Commissioner of Education; Tex. Lab. Code Ann. 13.901: Boards of trustees of independent, rural, and common school districts and administrative personnel may consult with employee representative regarding education policy and conditions of employment, and may adopt rules governing such consultation.

UTAH

There is no state statute governing public employee collective bargaining. State Employees Grievance Procedure, L.1977, 1977 Utah Laws, S.B. 133.

Industrial Commission and Labor Relations Board, 350 East 500 South, Salt Lake City, Utah 84111

VERMONT

Labor Relations for Teachers, Vt. Stat. Ann. 16, 1961

All certified teachers and administrators must be in separate units.

Written agreement must include grievance procedure.

Wages, hours, other conditions of employment directly affecting economic circumstances, health, safety, or conveniences of employees, but excluding matters of managerial prerogative.

Mediation, fact-finding, non-binding arbitration. Decisions of school board are final.

Strikes prohibited before 30 days after fact-finding report has been delivered, after dispute has been submitted to binding arbitration, and when action will endanger health, safety, welfare of public. Court may issue injunction if action poses a clear and present danger to a sound program of school education.

Labor Relations Board, 12 Park Place, Brattleboro, Vermont 05301, (802) 254-2353

On request of either party, fact-finding hearing may be open to the public. Fact-finding report shall be made public within 10 days of release to parties.

VIRGINIA

There is no comprehensive state statute governing public employee collective bargaining. The State Supreme Court has ruled that, absent legislation, a collective bargaining agreement between school board and its employees was invalid. Va. Code 40.1-55. Any public employee who strikes shall be deemed to have terminated employment and shall be ineligible for public employment for next 12 months. Va. Code 15.1-7.1 Grievance procedure for municipal and county employees.

WASHINGTON

Educational Employment Relations Act, Wash. Rev. Code, 41.59.010

All certified employees, except chief executive officer and chief administrative officers.

Written agreement if either party requests. Grievance procedure may include binding arbitration.

Wages, hours, terms and conditions of employment.

Mediation, fact-finding. Parties may determine process.

Public Employment Relations Commission, 603 Evergreen Plaza, Olympia, Washington 98504, (206) 753-3444

Fact-finder, Commission, or either party may make fact-finder's report public within 5 days of release to parties.

STATE STATUTE	COVERAGE	OBLIGATIONS	SCOPE OF BARGAINING	IMPASSE RESOLUTION	PROVISIONS FOR STRIKES	ADMINISTERING AGENCY	PUBLIC INVOLVEMENT
Public Employees Collective Bargaining Act, Wash. Rev. Code Ann. 41.56.010	All noncertified employees.	Written agreement not to exceed 3 years' duration.	Wages, hours, working conditions.		No right to strike in Act.		

WEST VIRGINIA

There is no state statute governing public employee collective bargaining. An Opinion of the Attorney General states that public employees have a right to union membership; that they have a right to discuss wages, hours, working conditions with the public employer; that any agreement reached in those discussions can be reduced to writing; that strikes are prohibited.

WISCONSIN

Municipal Employment Relations Act, Wisc. Stat. Ann. 111.70	All employees of school district.	Written and signed document.	Wages, hours, conditions of employment (includes school calendar, observation and evaluation, just cause for non-renewal, lay off order.	Mediation, arbitration, fact-finding.	Strikes prohibited. Fine imposed on striking employee.	Employment Relations Commission, Room 910, 30 West Mifflin Street, Madison, Wisconsin 53703, (608) 266-1381	
---	-----------------------------------	------------------------------	--	---------------------------------------	--	---	--

WYOMING

State statute confers collective bargaining rights only on municipal and county firefighters.

APPENDIX D

A GLOSSARY OF COLLECTIVE BARGAINING TERMS

(An asterisk * following a word in the definition indicates that this word, too, is defined in the glossary.)

Agency shop: a work place in which the employee need not belong to the union, but must pay a fee - usually equal to dues - for services rendered by the union in negotiating a contract from which the employee will benefit.

Arbitration: often the final step in resolving an impasse* or judging a grievance,* the process of submitting a dispute to an impartial arbitrator. Arbitration is "compulsory" if it is required by law, "voluntary" if the parties agree to it either by contract* provision or as necessity arises. The arbitrator's decision is an "award." It is "binding" if the parties are bound by it and "advisory" if the parties may choose to accept the award or not. Binding arbitration can be successfully appealed in court only under very narrow circumstances. In "final-offer arbitration," each party formulates a final proposal and the arbitrator chooses between them without modifying either.

Bargaining unit: the group of employees represented by a union. The workers share a "community of interest," and their representative has a legal duty to represent all of them fairly, whether or not they are members of the union. In school districts, professional employees are commonly in a separate bargaining unit from non-professionals.

Closed shop: a work place in which all employees hired must be union members.

Collective bargaining: the process in which representatives of an employee organization (the bargaining unit*) meet with the employer to negotiate an agreement, usually set forth in a written contract,* on salary and wages, fringe benefits,* hours of work and other terms and conditions of work.*

Contract: the legally binding written document which embodies the agreement reached by the parties. It is signed by the officials of each party* after its contents have been ratified by the union and the employer.

Demands: the proposals made by either party at the outset of negotiations. Demands include both the initial proposals and counter-proposals; they put issues "on the bargaining table" for discussion.

Dues check-off: a union security arrangement, sometimes required by law and sometimes bargained for, in which the employer deducts union dues from the pay of union members and gives the money directly to the union. Ordinarily, the board must first have the written authorization

of the employee.

Exclusive representation: the right given to a union to represent all the employees in a bargaining unit,* even though some of them may belong to another union.

Fact finding: usually the second step in resolving an impasse,* if mediation* has failed. Fact finding is a more formal proceeding in which each party presents facts, documentation, and argument in support of its position to a third party fact-finder. The fact-finder studies these and other relevant information and issues a recommendation which is not binding on the parties. In many states, the fact-finder's recommendations may be made public.

Fringe benefits: benefits, such as insurance, paid days off, coffee breaks, which are not subject to income tax.

Good faith: a showing that the bargaining party* intends, and acts in ways which support that intention, genuinely to work toward agreement with the other party. Good faith does not, however, require that either party capitulate to the other.

Grievance procedure: an essential part of the negotiated contract,* often required by law. The procedure permits an employee to file and process a grievance in a way that insures a fair hearing and an opportunity to appeal an adverse decision to a higher authority. The procedure usually terminates in arbitration.*

Impact: the effect of a management decision on employee terms and conditions of work.* For example, when the school board directs that parent-teacher conferences shall be scheduled, the timing and duration of those conferences has an impact on teacher hours and work load. The school board's decision is not negotiable, its impact on teachers is.

Impasse: a deadlock in bargaining that occurs when neither side will modify its position and when good faith bargaining simply fails to produce an agreement and there is no prospect of agreement within a reasonable time. State statute may provide that failure to reach agreement within a certain time is an automatic impasse. In other cases, impasse is usually declared by one of the parties.

Lock-out: an employer action in which employees are prevented from working.

Majority representative: the organization "recognized" or formally acknowledged by the board to represent employees in collective bargaining.*

Management and supervisory personnel: the employees who are generally responsible for the hiring, dismissal, transfer, evaluation, discipline, and work load of other employees. In some states, the terms are not interchangeable, and management employees have greater responsibility than supervisory employees. In most states, both, with the usual exception of the superintendent, can organize and bargain, but must do so separately from the teachers.

Mediation: the first step in resolving an impasse,* the process in which a neutral third party assists the parties

toward an agreement by conciliation. The mediator cannot order a settlement, but can offer compromise solutions.

Meet and confer: a system of employer-employee relations that requires only that representatives of each meet to discuss issues of employment. Ordinarily, their agreement does not have to be in written form.

Party: each side representing an interest in bargaining. In bilateral negotiations, there are two parties, employer and employee.

Scope of bargaining: a limitation on the issues which can be discussed and agreed upon in negotiations. Some state laws list precisely the issues that come within the scope of bargaining, other laws generalize, and the determination of what lies within the scope of bargaining is made by court or agency decisions. Issues are often classified as

- 1 **Mandatorily negotiable items**, which must be discussed and on which agreement must be reached.

- 2 **Permissively negotiable items**, which may be negotiated, but only when both parties wish to; or

- 3 **Non-negotiable (impermissible) items**, which should not under any circumstances be subject to bargaining.

Only mandatorily and permissively negotiable issues are within the scope of bargaining.

Strike: a "job action" in which employees stop working. State law may define precisely the employee activity which amounts to a strike.

Terms and conditions of work: this phrase originally related to work facilities and the direct environment of the employee; it now may include such intangibles as "professional duties," and "standards of productivity and performance."

Unfair labor practice: conduct by the employer or the employee organization which impedes the collective bargaining* process. Usually specified in state law, such conduct includes interfering with employee attempts to organize, discriminating against union members, and failure to negotiate in good faith.* A claim by one party that the other is engaging in an unfair labor practice is ordinarily resolved by a state agency authorized by law to govern public employer-employee labor relations.

Union shop: a work place in which all employees must belong to the union, or must join it soon after they are hired.

APPENDIX E

BIBLIOGRAPHY

Bargaining in Public: Help or Hindrance? Labor-Management Relations Service (of the National League of Cities, United States Conference of Mayors, and National Association of Counties), 1620 Eye Street, NW, Washington, DC 20036, \$5 (1976)

Survey of responses to "goldfish bowl" bargaining in public school education.

Contingency Planning for Teacher Strikes, Educational Research Service, Inc., 1815 North Fort Myer Drive, Arlington, Virginia 22209, \$7 (1976)

Practical guidebook for the preparation of a school strike contingency plan.

Developing Leadership for Parent/Citizen Groups, by Crystal Kuykendall, National Committee for Citizens in Education, 410 Wilde Lake Village Green, Columbia, Maryland 21044, \$2.25 (1976)

There are ways to insure that parent groups succeed because people have the skills to keep the group moving toward goals. This handbook is a primer in the steps to take in developing leadership in your own group.

The Limits of Defiance: Strikes, Rights, and Government, by Robert A. Liston, Franklin Watts, Inc., 845 Third Avenue, New York, New York 10022, \$5.95 (1971)

Brief discussion of causes and effects of strikes by public employees, including suggestions for reform.

Opening the Door for Citizens: A Report on a Project to Increase Citizen Roles in Educational Collective Bargaining, Edited by Melanie Barron, Charles Cheng, and Irving Hamer. In press, available December, 1978, Institute for Responsive Education, 704 Commonwealth Avenue, Boston, MA 02215

Parents Organizing to Improve Schools, by Happy Fernandez, National Committee for Citizens in Education, 410 Wilde Lake Village Green, Columbia, Maryland 21044, \$2.25 (1976)

A basic handbook for parents on how to get started and how to keep going.

Public Sector Bargaining and Strikes, Public Service Research Council, Suite 430, 8320 Old Courthouse Road,

Vienna, Virginia 22180, \$10 (1976)

Relates public sector bargaining and strikes, presents state-by-state data on bargaining laws and strikes by public employees; does not discuss teacher strikes separately

Public Sector Labor Relations: An Evaluation of Policy Related Research, by Ralph T. Jones. Contract Research Corporation, 25 Olanders Road, Belmont, Massachusetts 02178 (1975)

A comprehensive survey of research instruments on various issues of governmental policy affected by the collective bargaining process.

Public Testimony on Public Schools. National Committee for Citizens in Education, 410 Wilde Lake Village Green, Columbia, Maryland 21044, \$10 (1975)

Comprehensive examination of the issues of governance and power in public education today. Chapter 6 provides an excellent study of the power imbalance caused by collective bargaining.

Public Workers and Public Unions, edited by Sam Zagoria. Prentice Hall, Inc., Englewood Cliffs, New Jersey (1972)

Essays prepared for background for the Fortieth American Assembly, *Collective Bargaining in American Government*. Chapter 5 includes a good discussion of the relationships among board, teachers, community

The Rights of Parents in the Education of Their Children, by David Schimmel and Louis Fischer. National Committee for Citizens in Education, 410 Wilde Lake Village Green, Columbia, Maryland 21044, \$3.50 (1977)

The book tells parents what rights exist under law for them and their children in such areas as freedom of expression, discipline and due process, freedom of religion and conscience, personal appearance, racial discrimination, sexual discrimination, student injuries, accountability and the curriculum, student records and special education.

The Role of Collective Bargaining in Public Education. National PTA, 700 North Rush Street, Chicago, Illinois 60611 (1978)

A basic handbook prepared for PTA members.

Teacher Power - Professionalism and Collective Bargaining, by Donald A. Myers. Lexington Books, D.C. Heath and Company, Lexington, Massachusetts (1973)

Written for teachers, this book argues that teacher professionalism is advanced by col-

NCCE/79

lective bargaining because of the increased control teachers will exert over their professional responsibilities, and that educational decisions are best made by professionals.

Teachers and Unions, by Michael A. Moskow. Industrial Research Unit, Wharton School of Finance and Commerce, University of Pennsylvania, Philadelphia, Pennsylvania 19104. \$8.50 cloth, \$5.95 paper (1966)

Well-researched scholarly analysis of many of the issues in collective bargaining in school. Some of the information is out of date, but the analysis is still sound.

Trends in Collective Bargaining in Public Education, by Max Evans, Donald M. Knox, and Charles F. Wiedenman. American Association of School Personnel Administrators, 6483 Tanglewood Lane, Seven Hills, Ohio 44131. \$5 (1978)

Report and analysis of responses by teacher unionists, negotiators, and school personnel administrators to survey on emerging trends in school bargaining.

Trilateral Practices and the Public Sector Bargaining Model, by John Ralph Pisapia. *Phi Delta Kappan* (in press) 1979

The Unions and the Cities, by Harry H. Wellington and Ralph K. Urter, Jr. The Brookings Institution, 1775 Massachusetts Avenue, NW, Washington, DC 20036. \$7.95 (1971)

An excellent primer on public sector collective bargaining, this book recognizes the needs of the consumers of governmental services and proposes alternatives that address those needs.

What Every School Board Member Should Know About Collective Bargaining, by John H. Metzler, Ed.D., New Jersey School Boards Association, P. O. Box 909, Trenton, New Jersey 08605 (1971)

Practical guide to the collective bargaining process.

Who Controls the Schools, by Carl L. Marburger. National Committee for Citizens in Education, Columbia, Maryland 21044 (1978)

Who has the power? Why? A straightforward, helpful presentation of how decisions are made and how parents can have a greater role in the future.

You, the Schools and Collective Bargaining—A Handbook for California Citizens. Information Project on Educational Negotiations—a Project of the Institute for Responsive Education. Free—write 810 Miranda Green, Palo Alto, California 94306

APPENDIX F

MATERIALS THAT WILL HELP YOU

The materials listed below will be helpful to you in your analysis of collective bargaining in your district. Check the law in your state on the release of public records, commonly known as the Freedom of Information or Right to Know Law. All these materials should be considered public records and be available for you to inspect and copy during regular business hours in the district offices where they are kept.

- ☐ Negotiated contracts presently in force in your district, one for each bargaining unit of employees
- ☐ Negotiated contracts for the same bargaining units for the past several years.
- ☐ Negotiated contracts for comparable bargaining units in other districts similar to yours in size and makeup.
- ☐ Your district budget or appropriations resolution—the financial statement that determines how much and in which categories money will be spent in the coming fiscal year.
- ☐ The policy manual adapted by your board of education. Look for policies in which the board sets forth its powers of school governance; statements regarding collective bargaining; a complaint procedure for parents/citizens.
- ☐ Report of staff absences, if one is prepared by the administrators in your district. If it is not, read minutes of the Board of Education for continuing data on absences and construct your own report. If the information does not appear in Board minutes, check the agenda reports, if any, prepared for board members before each meeting.
- ☐ Board resolution setting per diem wage for a substitute teacher.
- ☐ Teacher handbook, if any, prepared by the district for teachers. Your district may have a teacher handbook for each school.

**NATIONAL COMMITTEE FOR
CITIZENS IN EDUCATION
Governing Board**

Katharine L. Auchincloss
NEW JERSEY
Chairperson

M. Hayes Mizell
SOUTH CAROLINA
Vice-Chairperson

Calvin E. Gross
ILLINOIS
Secretary-Treasurer

Margaret P. Bates
CALIFORNIA

Katharine M. Bullitt
WASHINGTON

Peter Bittenwieser
PENNSYLVANIA

Lisle C. Carter
DISTRICT OF COLUMBIA

William K. Coblentz
CALIFORNIA

Frederick C. Green
DISTRICT OF COLUMBIA

Ernesto Loperena
NEW YORK

William J. McGill
NEW YORK

W. Beverly Murphy
PENNSYLVANIA

Elinor K. Newbold
PENNSYLVANIA

George Oser
TEXAS

Terry Sanford
NORTH CAROLINA

Nelson Schwab, Jr.
OHIO

Mildred K. Wurt
DISTRICT OF COLUMBIA

SENIOR ASSOCIATES

Carl L. Marburger
J. William Rioux
Stanley Salett

Mitchell Rogovin
Rogovin, Stern and Hugel
Counsel

NCCE/85

PUBLICATIONS OF NATIONAL COMMITTEE FOR CITIZENS IN EDUCATION

(All Prices Include Postage and Handling)

J — COLLECTIVE BARGAINING AND TEACHER STRIKES

The Expanding Role of Parents and Citizens—When teachers strike and the schools close, parents are uninformed spectators and school boards are too often unprepared for sophisticated contract negotiations. Should work contracts for public employees be modeled after private industry? Does the future hold an increased role in bargaining for parents and citizens? (88 pages, \$2.25)

K — WHO CONTROLS THE SCHOOLS?

Who has more power to decide how your child should be educated: the school board, the school administration, teacher organizations, the courts, or the federal government? Do parents and students have any power? Should they? Hard hitting, far reaching conclusions and recommendations. (76 pages, \$2.25)

L — THE RIGHTS OF PARENTS IN THE EDUCATION OF THEIR CHILDREN

The most popular book ever published by NCCE tells parents in plain terms what rights exist under law for them and their children. The book's goal is to help parents resolve educational conflicts without going to lawyers or resorting to lawsuits. (162 pages, \$3.50)

M — DEVELOPING LEADERSHIP FOR PARENT/ CITIZEN GROUPS

What is leadership? How do you develop it in yourself and in others? How do you take the initiative? When do you assert yourself and when do you compromise? These and many other important questions about leadership development are addressed, using school-oriented problems as examples. (60 pages, \$2.25)

N — FUND RAISING BY PARENT CITIZEN GROUPS

Takes you through the basics, from identifying sources of support to the development of a fund-rais-

86/NCCE

ing plan. Tells how to handle follow-up and cultivate donors. Includes sample proposals, suggestions on how to form a tax-exempt organization, tips on reporting back to donors. (52 pages, \$2.25)

O — PARENTS ORGANIZING TO IMPROVE SCHOOLS

Step-by-step guide to organizing and running parent groups in your children's school that can act effectively to upgrade the quality of education and get parents into the educational scene in a lasting way. (52 pages, \$2.25)

P — LOS PADRES SE ORGANIZAN PARA MEJORAR LAS ESCUELAS

Spanish edition of Parents Organizing to Improve Schools. (64 pages, \$2.25)

Q — VIOLENCE IN OUR SCHOOLS: WHAT TO KNOW ABOUT IT — WHAT TO DO ABOUT IT

Includes regional surveys of school crime, do's and don'ts for children's safety, how to conduct a survey to determine the level of security your community will support, plus much more. (52 pages, \$2.25)

R — NETWORK

The Paper for Parents—Eight issues during the school year keep you up to date on local and national happenings in education. Lets you exchange information and points of view with parents in other places. (Subscription, \$8 a year)

S — PARENTS' NETWORK DIRECTORY

Special Limited Edition—Describes goals and activities of over 200 parent/citizen groups coast to coast. (\$2.25)

T — PARENT RIGHTS CARD

Wallet size card lists 21 rights parents have in the education of their children under federal or state laws, regulations, and court decisions. Single card free if request is accompanied by self-addressed, stamped envelope. More than one copy 10 cents per card. Discount on orders of over 250 cards. Also available in Spanish.

U — ANNUAL EDUCATION CHECKUP CARD

Guidelines to help parents review a child's progress in school. Fits in pocket or purse. Includes an inventory of home and school files kept on school children.

NCCE/87

questions to ask teachers and guidance counselors, steps for appealing school decisions. Single cards free if accompanied by self-addressed, stamped envelope. Multiple copies at 20 cents per card. Discount of 10% for 100 copies or more. Also available in Spanish.

IN PREPARATION

SCHOOL BASED MANAGEMENT—NEW FAD OR NEW FORCE?

One of the most promising new practices for increasing involvement of parents and citizens in decision making at the local school building level is a decentralization process called school based or school site management. This handbook explains what it is, where it has been tried, what works and doesn't work, and how it can help citizens and school professionals share control of major school decisions.

SCHOOL BUDGETS—YOU CAN UNDERSTAND THEM, YOU CAN INFLUENCE THEM

You don't have to feel intimidated. There are ways to insist that budget language be explained. Step-by-step procedures spell out how to analyze and change budget priorities.

FILM STRIPS

NCCE has produced a series of 5 slide-tape presentations based on Citizen Training Institutes and each running 12 to 15 minutes.

Individual film strips may be purchased for \$25.95, the full set of five for \$100.

Description of the 5 slide-type presentations follows.

V — HOW TO WORK WITH SCHOOL OFFICIALS

Illustrates how to develop strategy for action, gather facts and make the parents' case to school officials.

W — FUND RAISING

Illustrates how to seek and obtain money from individuals, foundations, and other sources of funds.

X — ORGANIZING PARENTS AND DEVELOPING LEADERSHIP

Illustrates how to build a power base among parents and other citizens, run an organization, and develop effective leaders.

Open this flap and use order form to buy NCCE publications and films. Mail order form to NCCE, Suite 410, Wilde Lake Village Green, Columbia, Maryland 21044.

Payment or purchase order must accompany order.

Illustrates how collective bargaining process works and how parents can make their voice heard before, during, and after negotiations.

Illustrates how current and proposed laws and court decisions affect parents' and students' rights.

USE ORDER FORM IN FLAP TO SPEED DELIVERY
DETACH AND MAIL WITH CHECK OR MONEY
ORDER

NATIONAL COMMITTEE FOR
CITIZENS IN EDUCATION
Suite 410 Wilde Lake Village Green
Columbia, Maryland 21044

TO SPEED DELIVERY USE THIS ORDER FORM

NAME _____

ADDRESS

CITY

STATE

ZIP

☐ Enclosed is my payment of \$_____ for publications listed below.

Please use LETTERS when ordering
All Prices include Postage and Handling

ITEMIZE BY LETTER	QUANTITY	PRICE	TOTAL
-------------------	----------	-------	-------

DISCOUNT Orders of 10-19 copies deduct 10%, 20-49 copies, 15%, and 50 or more copies, 20%.

TOTAL: (Please Enclose Payment)